

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 05-CV-40014-FDS

SANDRA S. KATZ,)
Defendant In Counterclaim)

v.)

MATTHEW DENN, INSURANCE)
COMMISSIONER OF THE STATE OF DELAWARE)
AS RECEIVER OF NATIONAL HERITAGE)
LIFE INSURANCE COMPANY IN LIQUIDATION)
Plaintiff in Counterclaim and Third Party Plaintiff)

v.)

FEDERAL DEPOSIT INSURANCE CORPORATION,)
UNITED STATES OF AMERICA, E. PERRY KING,)
ALAN MASON, ALAN MASON LEGAL)
SERVICES, P.C., ALAN MASON LEGAL SERVICES,)
INC., ALAN MASON D/B/A ALAN MASON LEGAL)
SERVICES, P.C., ALAN MASON D/B/A ALAN)
MASON LEGAL SERVICES, INC., AND ALAN)
MASON LEGAL SERVICES, P.C. D/B/A ALAN)
MASON LEGAL SERVICES, INC.,)
Third Party Defendants.)

v.)

E. PERRY KING AND MANSOUR GAVAL,)
Fourth Party Defendants.)

**MATTHEW DENN'S, INSURANCE COMMISSIONER OF THE STATE OF
DELAWARE, MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION TO
SUBSTITUTE DEFENDANT IN COUNTERCLAIM**

Now comes the Defendant Matthew Denn, Insurance Commissioner of the State of
Delaware, as Receiver of National Heritage Life Insurance Company in Liquidation
("NHL"), and respectfully requests this Honorable Court to order that Fatu Miller ("Miller"),
the current owner of 19 Canton Street, Worcester, Massachusetts, ("Canton property") be

made a party to this action pursuant to Fed.R.Civ.P. 25(c).

I. FACTS

The following is a brief description of the relevant conveyances and dates of litigation involving the Canton Property.

1. On January 27, 1988, Perry King and Terry King, the then-owners of the Canton Property, granted a mortgage to the Home National Bank of Milford ("Canton Mortgage"). See Exhibit A attached hereto.

2. As outlined in its counterclaim, NHL has a mortgage interest in the Canton Property. After several years of litigation, NHL was determined to be the owner and holder of the Canton Mortgage. The Canton Mortgage is dated January 27, 1988 and is recorded at the Worcester County Registry of Deeds Book 11097 Page 122. In order to confirm its ownership, on September 15, 1997, and on October 21, 1997, NHL recorded two default judgments at the Worcester County Registry of Deeds which contained specific reference to the Canton Property and the Canton Mortgage. The default judgments are recorded at Book 19167 Page 306, and Book 19273, Page 342. The default judgments list all real estate mortgages in Massachusetts determined to be owned by NHL. For the Canton Property, the following is listed in the recorded Default Judgments: the name of the Mortgagor, King; address, 19 Canton Street, Worcester, Worcester County, and reference to the Canton Mortgage recording information: Document # 7662, Book 11097, Page 122. See Exhibits B and C attached hereto.

3. On July 19, 2002, Perry King and Terry King transferred the Canton Property to Mansour Gaval and Nader Gavel, both of Worcester, Massachusetts. See Exhibit D attached hereto.

4. On or about January 28, 2004, the Canton Property was transferred to Sandra S. Katz, the former plaintiff in this civil action. See Exhibit E attached hereto.

5. On October, 2004, Katz initiated this civil action against NHL.
6. On March 18, 2005, Katz transferred the property to Fatu Miller. See Exhibit F attached hereto. Title remains in the name of Fatu Miller. See Exhibit F.
7. On March 12, 2007, this Court dismissed Katz's complaint as being moot.¹

II. ARGUMENT

When Katz initiated this civil action in October, 2004, Katz was the owner of the Canton Property. By selling the Canton Property to a third party in March, 2005, Katz transferred her interest in the real estate. See Exhibit F. Through substitution under Fed.R.Civ.P. 25(c), the transferee of the interest can be made a party in the action. Fed.R.Civ.P. 25(c) permits a substitution of parties when there is a transfer of interest. The rule states:

In the case of any transfer of interest, the action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party.

See Fed.R.Civ.P. 25(c).

Rule 25(c) "does not require that anything be done after an interest has been transferred. The action may be continued by or against the original party, and the judgment will be binding on the successor in interest even though the successor is not named." 7C Wright, Miller & Kane, *Federal Practice & Procedure*, Civ.2nd, §1958. See also *Walker v. Providence Journal Co.*, 493 F.2d 82 (1st Cir. 1974); *Blachy v. Butcher*, 221 F.3d 896, 911

¹ For declaratory judgment actions, reference is made to the relevant state law, which requires that "even when relief is denied, rights of parties must be declared." *Williams v. Secretary of Executive Office of Human Services*, 414 Mass. 551, 609 N.E.2d 447 (1993).

(6th Cir. 2000). The rule applies to ordinary transfers, such as real property transfers. 7C Wright, Miller & Kane, *Federal Practice & Procedure*, Civ.2nd, §1958. See *Blachy v. Butcher*, 221 F.3d 896, 911 (6th Cir. 2000).

Furthermore, Rule 25(c) encompasses situations when interests are transferred during a pending civil action. The analysis of Rule 25(c) starts with considering Fed.R.Civ.P. 17, which requires that “every action shall be prosecuted in the name of the real party in interest”. The analysis distinguishing the two rules is that Rule 17 controls “where a transfer of interest such as by an assignment takes place prior to the commencement of the action”, whereas Rule 25(c) applies when a transfer of interest has occurred during the pendency of an action. *Explosives Corp. of America v. Garlam Enterprises Corp.*, 817 F.2d 894, 907 (1st Cir. 1987). In other words, Rule 25(c) “applies only to transfers that occur after the filing of an action.” *Metlife Capital Corp. v. Water Quality Insurance Syndicate*, 198 F.Supp.2d 97, 103 (D. Puerto Rico, 2002).

Since Sandra S. Katz, the original plaintiff and defendant in counterclaim to this action, during the pendency of this action transferred her interest to Miller through a deed, Miller should be substituted as a defendant in counterclaim. See *Blachy v. Butcher*, 221 F.3d 896, 911 (6th Cir. 2000)(holding transfer of interest of real property through deed from husband to wife during pending action permitted substitution under Rule 25(c)). Otherwise, any party, such as Katz, could effect a dismissal of any case by transferring his/her interest in the cause of action during its pendency.

Furthermore, jurisdiction of this Court would not be destroyed by the addition of Fatu Miller as a Defendant in Counterclaim. If jurisdiction exists at the time an action is commenced, such jurisdiction may not be divested by subsequent events, including

substitution pursuant to Fed.R.Civ.P. 25(c). *Freeport-McMoRan v. KN Energy Inc.*, 498 U.S. 426, 111 S.Ct. 858 (1991). “Personal jurisdiction and venue will be extended over the successor; it is not necessary to re-establish those requirements.” 7C Wright, Miller & Kane, *Federal Practice & Procedure*, Civ.2nd, §1958.

This Court in its March 12, 2007 Memorandum and Order on Plaintiff’s Motion for Summary Judgment and Third-Party Defendant’s Motion to Dismiss requested NHL to “show cause why the counterclaim should not be dismissed for failure to join a necessary party under Rule 19(a) of the Federal Rules of Civil Procedure.” After analysis of Rule 25(c), NHL states that substitution of a party due to a transfer of interest is the appropriate relief that should be granted by this Court.

This Court also went on to conclude that in the event the Counterclaim of NHL is dismissed, NHL “will have an adequate remedy available to him—that is, he can simply attempt to foreclose on the property.” Foreclosure is not an available remedy to NHL, since the FDIC negligently issued a discharge of the Canton Mortgage based on the fraudulent representation of other Defendants, which discharge states that the Canton Mortgage debt is satisfied and paid in full. The discharge issued by FDIC was recorded, creating a cloud on NHL’s title interest. To foreclose, NHL would have to show that it is the title holder of the Canton Mortgage.² In summary, Katz’s Complaint against NHL stated that the Canton Mortgage had been satisfied due to the discharge issued by the FDIC; NHL counterclaimed against Katz stating that the Canton Mortgage was not satisfied, and that Katz knew at the time she purchased the property that the Canton Mortgage was not satisfied. NHL then filed a Third Party Complaint against the parties who would be liable to NHL in the event that

² A foreclosure of the Canton Mortgage by under these circumstances would not determine the interests of the parties.

Katz's Complaint was successful. Paragraphs 18 through 24 of the Third Party Complaint state how those parties fraudulently acted to have the FDIC issue a discharge of the Canton Mortgage, and that the FDIC acted negligently by issuing a discharge of the Canton Mortgage. **The negligence of FDIC is due to their issuing a discharge when they no longer owned the Canton Mortgage. FDIC issued the discharge of the Canton Mortgage on July 19, 2002, purporting to memorialize that the Canton Mortgage was satisfied; however, previously on March 29, 1994 the FDIC sold and assigned the Canton Mortgage to a third party assignee, South Star Management Company Inc. The FDIC had a duty to maintain and check their records to determine if they still held the Canton Mortgage prior to issuing the July 19, 2002 discharge. If they had, it would have been determined that they could not have issued the July 19, 2002 discharge. If the discharge had not been issued by the FDIC, NHL's ownership of the Canton Mortgage would not be compromised.**

III. CONCLUSION

For the reasons outlined above, NHL respectfully requests this Honorable Court to allow Fatu Miller to be substituted as a Defendant in Counterclaim, in place of Sandra S. Katz, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
Matthew Denn,
Insurance Commissioner of
the State of Delaware As
Receiver of National Heritage
Life Insurance Company in

By his attorneys,

/s/ James F. Creed, Jr.

James F. Creed, Jr.
BBO#552138
Sara D. Trupe Cloherty
BBO#632528
CREED & FORMICA
1329 Highland Avenue
Needham, MA 02492
(781) 449-4600

Dated:

Exhibit "A"

MORTGAGE

E. PERRY KING AND TERRY A. KING (the "Mortgagor"), having a principal place of business at 188 Route 146 Sutton, Massachusetts, FOR CONSIDERATION PAID GRANT(S) TO THE HOME NATIONAL BANK OF MILFORD, a national banking association (the "Mortgagee"), whose address is 221 Main Street, Milford, Worcester County, Massachusetts 01757;

WITH MORTGAGE COVENANTS, to secure the payment of the indebtedness described in Paragraph 10 below (the "Obligation"), the property described in Exhibit A annexed hereto and by this reference made a part hereof (the "Property"):

Together with (a) insofar as the same are or can by agreement of the parties be made a part of the Property, all fixtures and appliances now or hereafter attached to, placed on, installed in or used in any way in connection with the Property and/or buildings and structures thereon, including without being limited to, portable or sectional buildings; screens, awnings, screen doors, storm and other detachable windows and doors; window shades and blinds; inlaid or attached floor coverings; boilers, tanks, furnaces, radiators, water heaters, elevators, fire and other alarm systems, cooling towers and compressors; heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, ice making, sprinkler and incinerating controls, apparatus and equipment; garbage and trash incinerators and receptacles, ovens, boilers, stoves, refrigerators, dishwashers, washing machines, driers, television antennas; fences and partitions; trees and hardy shrubs; all of which fixtures, including accessories and additions thereto and replacements thereof, are hereby declared and shall be deemed to be accessory to the freehold and a part of the Property as between the parties hereto, their successors and assigns and all persons claiming by, through, or under them, and shall constitute security for the Obligation and be subject to this Mortgage; (b) all improvements now or hereafter erected on the Property; and (c) all easements, rights, appurtenances, rents, water and water rights.

All of the foregoing being hereinafter sometimes referred to as the "mortgaged premises."

AND Mortgagor (a) herewith assigns to Mortgagee all future rents and profits from the mortgaged premises, provided, however, until default under the Obligation, this Mortgage, or the other instruments securing the Obligation or otherwise executed in connection therewith, Mortgagor may continue to collect and retain such rents and profits as they become due and payable; (b) shall perform and observe all the obligations imposed upon it under any lease of the mortgaged premises or any portion thereof, and shall not do, or permit to be done, anything to impair the security thereof; and, in addition to the obligations contained

19 CANTON ST., WORCESTER, MA.

JAN 26 12 44 PM '08

elsewhere herein, if such leases shall include any residential units, Mortgagor shall conform to any law or regulation applicable thereto; and (c) agrees that if the Obligation shall become due and payable in accordance with the terms hereof, it will, upon demand of the Mortgagee, assign any and all leases of the mortgaged premises then existing to the Mortgagee, and agrees that after such assignments Mortgagee may modify and otherwise deal with such leases as if the owner of the mortgaged premises.

The Mortgagor, for the Mortgagor and the Mortgagor's successors and assigns, covenants and agrees in addition to the STATUTORY CONDITION:

1. To keep the buildings, structures, improvements and fixtures now or hereafter standing on the mortgaged premises insured against fire with extended coverage and/or such other perils as the Mortgagee shall reasonably request in such amounts and companies and in such forms as shall be satisfactory to the Mortgagee, all insurance to be for the benefit of and payable in case of loss to the Mortgagee and the Mortgagor as their interests may appear of record and to contain a provision that it shall not be cancelled or modified without at least ten (10) days prior written notice to the Mortgagee; to pay or cause to be paid when due all premiums for such insurance and, upon demand, to pay the same to the Mortgagee in the manner provided in Paragraph 2 with respect to taxes; that the Mortgagee is hereby authorized, at the expense of the Mortgagor, to obtain and/or renew any such insurance, and to do all necessary acts therefor in the name of the Mortgagor; to do no act, nor suffer any to be done, that shall cause, directly or indirectly, any such insurance to be void or vacated in whole or in part; and to deliver to the Mortgagee, at any time upon the Mortgagee's request, all insurance policies or memoranda thereof and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least ten (10) days prior to such expiration (hereby granting to the Mortgagee in the event of foreclosure, full authority, as attorney irrevocable of the Mortgagor, to cancel such insurance and retain the return premiums thereof and apply the same to the satisfaction of the Obligation or to transfer such insurance to any person claiming title to the mortgaged premises or any part thereof by virtue of foreclosure proceedings).

2. To pay or cause to be paid when due all taxes, charges, assessments and rates with respect to the mortgaged premises to whomsoever laid or assessed; and, upon demand, to deposit with Mortgagee on each day that periodic payments are required by the terms of the Obligation, in addition to the payments of principal and interest provided therein, a sum equal to such fraction of the real estate taxes and betterment assessments for each year as shall be estimated by Mortgagee to be sufficient to provide in the aggregate, a sum adequate to pay said taxes and betterment assessments as and when they become due and payable, and, in addition, to deposit with Mortgagee any balance necessary to pay

in full said taxes and betterment assessments prior to the date when such taxes or betterment assessments become due and payable; and to forward to the Mortgagee real estate tax bills as soon as the same have been received by Mortgagor.

3. That the Mortgagor will not further encumber the mortgaged premises; and that, in the event the ownership of or title to the mortgaged premises or any part thereof shall become vested in any person other than the Mortgagor without the prior written consent of the Mortgagee, then at any time thereafter, at the option of the Mortgagee, the Obligation shall become due and payable on demand, and the Mortgagee may, without notice to the Mortgagor, deal with any successor in interest with reference to the Mortgage and the Obligation in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the Obligation. No sale of the mortgaged premises, no forbearance on the part of the Mortgagee, no extension (whether oral or in writing) of the time for the payment and satisfaction of the whole or any part of the Obligation, and no other indulgence given by the Mortgagee to any person other than the Mortgagor, shall operate to release or in any manner affect the original liability of the Mortgagor, notice of any thereof being waived. The proceeds of any award for damages in connection with any condemnation or other taking of the mortgaged premises or any part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Mortgagee. If the mortgaged premises are abandoned by the Mortgagor or if the Mortgagor fails, after thirty (30) days written notice from the Mortgagee to negotiate a reasonable settlement with the condemnor of an offer to make an award, the Mortgagee is authorized to collect and apply the proceeds of such an award at Mortgagee's option either to the restoration or repair of the mortgaged premises or to the Obligation.

4. That Mortgagee is hereby authorized at its option to pay all costs and expenses which it in good faith determines to be required or desirable to effect compliance with the agreements of the Mortgagor set forth herein or in the Obligation or to protect or maintain the mortgaged premises or Mortgagee's interest therein, such authorization to be in addition to and not in limitation of the rights of Mortgagee under law and under other applicable provisions hereof; and any sum so expended shall be deemed to be a principal advance and shall be equally secured with and be a part of the Obligation.

5. That the Mortgagor is now in a solvent condition and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor; and that the Obligation, this Mortgage and the other instruments securing the Obligation or otherwise executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contact or agreement to which the Mortgagor is a party or by which the Mortgagor or any of the Mortgagor's properties may be

bound or any law, order, decree or regulation to which the Mortgagor is subject.

6. To keep the mortgaged premises in the same repair, order and condition as the same now are or may hereafter be put, reasonable wear and tear only excepted; not to permit or suffer any strip or waste of the mortgaged premises, nor any material change therein, nor any violation of any law or ordinance affecting the same or the use thereof; not to allow to lapse or be revoked any licenses or other governmental authorizations issued to Mortgagor or to any affiliate for the operation of any business on the mortgaged premises; to permit Mortgagee, upon reasonable notice to Mortgagor, to make entry upon and inspect the mortgaged premises; and Mortgagor shall, at Mortgagee's request at reasonable intervals, demonstrate compliance with this and other covenants of this Mortgage.

7. At the option of the Mortgagee, the Obligation shall become immediately due and payable, without notice or demand (a) upon the sale or transfer of any substantial portion of the mortgaged premises (and for purposes of the foregoing, both a transfer of a substantial portion of the beneficial ownership of the Mortgagor and a lease of any substantial portion of the mortgaged premises to or for the benefit of a single lessee for a term (including renewal or option periods) in excess of one (1) year, shall constitute such a sale or transfer giving the Mortgagee the right to accelerate hereunder); (b) in the event of a default in the performance or observance of the terms and provisions of the Obligation, this Mortgage and the other instruments securing the Obligation or otherwise executed in connection therewith; (c) in the event of a default under any other agreement of the Mortgagor in favor of the Mortgagee, whether now existing or hereafter arising; or (d) in the event of a default in the payment of the principal of or the interest on any other indebtedness of the Mortgagor continued for a period sufficient to permit the acceleration of the maturity of such indebtedness. Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided herein, in the Obligation and other instruments securing the Obligation shall be deemed to be cumulative remedies and may be exercised in any manner the Mortgagee elects.

8. That if any legal proceedings of any nature shall involve the Mortgagee's interest under this Mortgage, however such proceedings shall be commenced and whether or not such proceedings shall be completed, or if the Mortgagee shall enter into possession of the mortgaged premises, then the Mortgagee shall be entitled to collect (and the Mortgagor agrees to reimburse the Mortgagee on demand for) all costs and expenses, including attorneys' fees, incurred by the Mortgagee in any such proceeding or in the protection, care or management of the mortgaged premises; the Mortgagee shall be entitled to purchase the mortgaged premises at

any foreclosure sale; and that if surplus proceeds are realized from a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee.

9. That, if the Mortgagee exercises the POWER OF SALE herein contained, then: the Mortgagee may sell the mortgaged premises in parcels; such sales may be held from time to time and said Power of Sale shall not be exhausted until all of the mortgaged premises shall have been sold, notwithstanding the Mortgagee's releasing, from time to time, certain such parcels which are a part or parts of the mortgaged premises; the Mortgagee may do all things and take any action, all in the name of the Mortgagor, which may be necessary to subdivide the mortgaged premises or any parcel included therein; and the Mortgagee may sell any or all of such parcels then subject to this Mortgage, notwithstanding that the proceeds of such sales may exceed the obligations secured by this Mortgage.

10. That this Mortgage is to secure the payment of the sum of \$ 112,000.00, together with interest thereon and all other charges, all as provided in a promissory note and/or guarantee of even date herewith given by Mortgagor to Mortgagee and also to secure the performance of all agreements and conditions herein contained and all other obligations now existing or hereafter arising of Mortgagor to Mortgagee, direct or indirect, absolute or contingent, as well as all other sums (with interest at the rate provided in said promissory note) advanced to or on behalf of Mortgagor by Mortgagee for any purpose, whether dependent or independent of this transaction, all of which shall be equally secured with and have the same priority as the original advance hereunder.

11. Other:

This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that all agreements and covenants of the Mortgagor contained in the Obligation, in this Mortgage and in the other instruments securing the Obligation or otherwise executed in connection therewith, shall be kept and fully performed as therein provided, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage under seal this 27th day of June, 1999

E. Perry King
E. PERRY KING

(Borrower)

Terry A. King
TERRY A. KING

(Borrower)

Commonwealth of Massachusetts

WORCESTER, SS.

Then personally appeared the above-named E. PERRY KING AND TERRY A. KING and acknowledged the foregoing instrument to be their free act and deed, before me.

Christine A. Protopapas
Notary Public

My Commission Expires 6/10/00

SCHEDULE A

Worcester, Worcester County, Massachusetts, in the southerly part thereof, in the section known as Irvington, on the southerly side of Canton Street, shown as Lot 17 on a plan of lots drawn for the Ballard Land Company by Buttrick & Pratt, recorded in Book 1537, Page 653 and bounded and described as follows:

BEGINNING at a stone monument set at the northwesterly corner of the herein described premises on the southerly side of Canton Street, formerly known as Albion Avenue;

THENCE southerly by Lot 18, a distance of 100 feet to a stone monument;

THENCE easterly by Lot 35 and Lot 36, a distance of 50 feet to a stone monument;

THENCE northerly by Lot 16, a distance of 100 feet to a stone monument on the southerly side of said Canton Street, formerly Albion Avenue;

THENCE westerly by said Canton Street 50 feet to the point of beginning.

For our Title see Book 8344 Page 333 .

ATTEST: WORC., Anthony J. Vigliotti, Register

Exhibit “B”

17

SUFFOLK, ss.

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO. 97-02013 B

DONNA LEE H. WILLIAMS, INSURANCE
 COMMISSIONER OF THE STATE OF DELAWARE,
 AS RECEIVER OF NATIONAL HERITAGE LIFE
 INSURANCE COMPANY IN LIQUIDATION,
 Plaintiff,

v.

NATIONAL HOUSING EXCHANGE, INC.,
 APX MORTGAGE SERVICES, INC.,
 RESOURCE ASSET MANAGEMENT, INC. and
 SOUTH STAR MANAGEMENT CORPORATION,
 Defendants.

JUDGMENT BY DEFAULT

This action came on for hearing before the Court, KING, J., presiding, upon the marking of Plaintiff, Donna Lee H. Williams, Insurance Commissioner of the State of Delaware as Receiver of National Heritage Life Insurance Company in Liquidation (hereinafter, "NHL") in the above entitled action, for a default judgment by the court, pursuant to Rule 55(b)(2) of Mass. R. Civ. P., and it appearing to the court that the Complaint in said action was filed on the 17th day of April, 1997, and that no answer or other defense has been filed by the said defendants, National Housing Exchange, Inc. and Resource Asset Management, Inc., and that default was entered on the 16th day of JUNE 1997, in the office of the clerk of this court, and that no proceedings have been taken by the said defendant since said default was entered, it is ordered and adjudged, that judgment by default enter as against the Defendants, National Housing Exchange, Inc. and Resource Asset Management, Inc. on Counts I, II and III of NHL's Complaint, in accordance with the Prayers of that Complaint, thereby recognizing and giving effect to the following judgments in Massachusetts:

Notice
 sent
 6/16/97
 IPE
 TE

JUDGMENT ENTERED ON DOCKET JUNE 16 1997
 PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 55(a)
 AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
 VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS:

Prayer 1: The Chancery Court of the State of Delaware in and for New Castle County's Liquidation and Injunction Order in Civil Action No. 13530, dated November 21, 1995, a copy of which is attached hereto as Exhibit "A"; and,

Prayer 2: The United States District Court, Northern District of Illinois, Eastern Division's Amended Declaratory Judgment Order in No. 95 C 4243, dated April 12, 1996, *nunc pro tunc*, April 3, 1996, a copy of which is attached hereto as Exhibit "B"; and,

Prayer 3: The United States District Court, Northern District of Illinois, Eastern Division's Revised Order Regarding Massachusetts Mortgages No. 95 C 4243, dated February 20, 1997, a copy of which is attached hereto as Exhibit "C".

SO ORDERED:

Patricia King
Superior Court Department

, J.

Dated: June 16, 1997

HEREBY ATTEST AND CERTIFY ON
December 15, 1997
THAT THE
FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

RICHARD JOSEPH CONOVAN
CLERK/MAGISTRATE
SUFFOLK SUPERIOR COURT
DEPARTMENT OF THE JUDICIAL

BY

Nancy C. Ladd
Post Clerk

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

ORIGINAL

IN THE MATTER OF THE
REHABILITATION OF NATIONAL
HERITAGE LIFE INSURANCE COMPANY)
C.A. No. 13530)

LIQUIDATION AND INJUNCTION ORDER

By [Signature]
Deputy Clerk

WHEREAS, the Honorable Donna Lee H. Williams, the Insurance Commissioner for the State of Delaware, heretofore appointed as the Receiver of the National Heritage Life Insurance Company in Rehabilitation by Order dated May 25, 1994 (the "Receiver"), has filed with the Court a petition seeking a Liquidation and Injunction Order concerning National Heritage Life Insurance Company ("National Heritage") pursuant to Title 18 Del. C. §5901, et seq.;

WHEREAS, a hearing on the financial status of National Heritage and for interested parties to show cause why National Heritage should not be declared insolvent and ordered liquidated was held by the Court on 11/21/95; and

WHEREAS, the Receiver has submitted evidence that National Heritage is insolvent, in that as of September 30, 1995, National Heritage's liabilities exceeded its assets by approximately \$214 million and that as of the hearing date, the negative surplus was approximately \$214 million.

NOW THEREFORE, the Court finds and IT IS HEREBY ORDERED as follows:

1. National Heritage is insolvent as that term is defined in 18 Del. C. §5901.
2. Sufficient cause exists for the liquidation of the respondent, National Heritage, pursuant to 18 Del. C. §§ 5906 and 5910 and a Liquidation and Injunction Order is hereby entered against National Heritage.

3. The May 25, 1994 Rehabilitation and Injunction Order and the June 27, 1994 Supplemental Rehabilitation Order entered by this Court in this matter are hereby superseded, upon entry of this Order, and the Commissioner shall continue to serve as Receiver of National Heritage for the purpose of liquidation as set forth below.

4. The appointment of the Honorable Donna Lee H. Williams, Commissioner of Insurance of the State of Delaware, and her successors in office, as the Receiver of National Heritage is hereby continued and the Receiver is hereby directed to immediately take or maintain her exclusive possession and control of and to continue or be vested with all right, title and interest in, of or to the property of National Heritage, including, without limitation, all of National Heritage's assets, contracts, rights of action, funds recoverable under treaties and agreements of reinsurance heretofore entered into by National Heritage as the ceding insurer, books, records, bank accounts, certificates of deposit, collateral securing obligations to, or for the benefit of, National Heritage or any trustee, bailee or any agent acting for, or on behalf of, National Heritage (collectively, the "Trustees"), securities or other funds, and all real or personal property of any nature of National Heritage including, without limitation, furniture, fixtures and office supplies, wherever located, and including such property of National Heritage or collateral securing obligations to, or for the benefit of, National Heritage or any Trustee thereof that may be discovered hereafter, and all proceeds of or accessions to any of the foregoing, wherever located, in the possession, custody or control of National Heritage or any Trustee therefore (collectively, the "Assets"), and to liquidate the same pursuant to the provisions of Chapter 59 of the Delaware Insurance Code, and the Receiver is further authorized

to take such actions as the nature of this cause and interests of the policyholders, creditors and stockholders of National Heritage and the public may require.

5. The Receiver is hereby authorized to continue to deal with the Assets, business and affairs of National Heritage, including, without limitation, the right to sue for, defend for or continue suits already commenced by the Receiver for National Heritage, or for the benefit of National Heritage's policyholders, stockholders and creditors, in the courts and tribunals, agencies or arbitration panels in this State and other states in her name as the Commissioner of Insurance of the State of Delaware, or in the name of National Heritage.

6. The filing or recording of this Order or a certified copy hereof with the Clerk of this Court and with the recorder of deeds of the jurisdiction in which National Heritage's corporate and administration offices are located, or, in the case of real estate, with the recorder of deeds of the jurisdictions where the property is located, shall impart the same notice as would be imparted by a deed, bill of sale or other evidence of title duly filed or recorded with that recorder of deeds. Without limiting the foregoing, the filing of this Order with the Clerk of this Court also constitutes notice to all sureties and fidelity bondholders of National Heritage of all potential claims against National Heritage under such policies and shall constitute the perfection of a lien in favor of National Heritage under the Uniform Commercial Code or any like Federal or state law, regulation or order dealing with the priority of claims.

7. Except as otherwise indicated elsewhere in this Order, and upon notice provided by the Receiver, all agents and brokers, former officers, former directors, stockholders and all other persons or entities now or prospectively holding Assets of, or on behalf of, National

Heritage shall forthwith file an accounting of these Assets with the Receiver and shall within ten (10) days of the entry of this Order, turn those Assets over to the Receiver.

8. The Receiver may, in her discretion, appoint or continue the appointment of a consultant or other person or persons to serve as Special Deputy Receiver(s) to assist the Receiver in accomplishing the directive of this Order. The Special Deputy Receivers shall serve at the pleasure of the Receiver and, subject to the approval of the Receiver, shall be entitled to exercise all of the powers and authorities vested in the Receiver pursuant to this Order and applicable law.

9. The Receiver may employ or continue to employ and fix the compensation of such deputies, counsel, clerks, employees, accountants, actuaries, consultants, assistants and other personnel (collectively, the "Designees") as considered necessary, and all compensation and expenses of the Special Deputy Receiver(s) and the Designees and of taking possession of National Heritage and conducting this proceeding shall be paid out of the funds and assets of National Heritage as administrative expenses under Title 18 Del. C. §5913(f). Each and every Designee shall be deemed to have submitted to the jurisdiction of this Court for the resolution of any disputes between the Receiver and such Designee concerning such Designee's rights, obligations and compensation.

10. The Receiver, the Special Deputy Receivers and the Designees (collectively, the "Indemnitees") shall have no personal liability for their acts or omissions in connection with their duties during the rehabilitation and liquidation periods, provided that such acts or omissions are or were undertaken in good faith and without willful misconduct, gross negligence or criminal intent. All expenses, costs and attorney's fees incurred by the Indemnitees in

connection with any lawsuit brought against them in their representative capacities shall be subject to the approval of the Receiver and shall be exclusively paid out of the funds and assets of National Heritage. The Indemnitees shall not be deemed to be employees of the State of Delaware.

11. The Receiver's right, title and interest in and to all funds recoverable under treaties and agreements of reinsurance heretofore entered into by National Heritage as the ceding insurer shall continue, and all reinsurance companies involved with National Heritage are enjoined and restrained from making any settlements with any claimant or policyholder of National Heritage other than the Commissioner as Receiver. The amounts recoverable by the Receiver from any reinsurer of National Heritage shall not be reduced as a result of this liquidation proceeding or by reason of any partial payment or distribution on a reinsured policy, contract or claim, and each such reinsurer of National Heritage is hereby enjoined and restrained from terminating, cancelling, failing to extend or renew, or reducing or changing coverage under any reinsurance policy or contract with National Heritage, except for non-payment of premium. The Receiver may terminate or rescind any contract with a reinsurer or reinsurers that is contrary to the best interests of the estate in liquidation.

12. The Receiver is hereby authorized to transfer National Heritage's assets and liabilities, to the extent such liabilities are not covered by a state guaranty association, to an affiliate, subsidiary or trust for the overall benefit of National Heritage's policyholders, other creditors, and stockholder, subject to approval by this Court.

13. The Receiver may change to her own name the name of any of National Heritage's accounts, funds or other property or assets held with any bank, savings and loan association or other financial institution, and may withdraw such funds, accounts and other property or assets from such institutions or take any lesser action necessary for the proper conduct of this liquidation.

14. The Receiver may reject any executory contract to which National Heritage is a party that the Receiver may in her discretion determine is burdensome to National Heritage or is otherwise not in its best interest. Any party to a rejected contract may file a claim only for damages arising from such rejection in accordance with paragraph 18, below. All claims of policyholders enumerated in 18 Del. C. §5918(e) shall have priority over all non-policyholder claims arising from the rejection of executory contracts.

15. National Heritage, its former officers, former directors, stockholders, agents, servants and employees and all other persons having notice of these proceedings or of this Order are hereby prohibited from transacting any business of, or on behalf of, National Heritage or selling, transferring, destroying, wasting, encumbering or disposing of any of the Assets, without the prior written permission of the Receiver or until further Order of this Court.

16. All banks, brokerage houses, agents, reinsurers, or other companies or persons, either having in their possession Assets or possible Assets (including, without limitation, books or records of National Heritage), or having notice of these proceedings or of this Order, are hereby enjoined and restrained from disposing of, selling, wasting, encumbering, transferring or destroying any such Assets or possible Assets (including, without limitation, books or records of National Heritage). This prohibition includes, without limitation, Assets, possible Assets,

books or records pertaining to any business transaction between National Heritage and any of said parties. No actions concerning, involving, or relating to such Assets, possible Assets, books or records may be taken by any of the aforesaid persons or entities enumerated herein, without the prior written consent of the Receiver, or until further Order of this Court.

17. All former officers, former directors, stockholders, agents, servants and employees of National Heritage, and all other persons and companies having notice of these proceedings or of this Order, are hereby enjoined and restrained from instituting or further prosecuting any action at law or in equity or in other proceedings against National Heritage, the Commissioner as Receiver, the Special Deputy Receiver(s) or the Designees in connection with their duties as such, or from obtaining preferences, judgments, attachments or other like liens or encumbrances, or foreclosing upon or making of any levy against National Heritage or the Assets, or exercising any right adverse to the right of National Heritage to or in the Assets, or in any way interfering with the Receiver, the Special Deputy Receiver(s) or the Designees either in their possession and control of the Assets, books, and records of National Heritage or in the discharge of their duties hereunder.

18. All persons and companies are hereby enjoined and restrained from asserting any claim against the Commissioner as Receiver of National Heritage, or against the Special Deputy Receiver(s) or the Designees in connection with their duties as such, or against the Assets, except insofar as such claims are brought in the liquidation proceedings of National Heritage.

19. The Court hereby imposes a temporary moratorium on payment of cash values, surrenders, policy loans or any other right to withdraw funds held in conjunction with the policies or contracts of National Heritage, in addition to the Receiver's and the state guaranty associations' right to implement any contractual provision for deferral of cash payment or policy loans, for a period of 120 days from the date of this Order, provided that any state guaranty association may voluntarily choose to permit a full or partial payment of cash values, surrenders, policy loans or any other right to withdraw funds for claims covered by the applicable state guaranty association law.

20. Within a reasonable time after receipt of a claim in the liquidation proceedings of National Heritage, the Receiver shall give notice by mail to any and all persons interested in such claim of the Receiver's proposed report and recommendation to the Court regarding the allowance or denial (in whole or in part) of such claim.

21. Within sixty (60) days of the mailing of the proposed report and recommendation, the interested person being given notice of such proposed report and recommendation may file a written objection thereto with the New Castle County Register in Chancery, 1000 King Street, Wilmington, Delaware, 19801, and the Receiver.

22. Within a reasonable time after such sixty (60) days, there being no objection to the proposed report and recommendation, the Receiver shall file with the Court such report and recommendation.

23. No hearing will be held regarding the proposed report and recommendation in the absence of a written objection thereto by a person interested therein.

24. The Receiver shall provide semiannual reports on the financial condition of National Heritage and on the actions of the Receiver pursuant to this Order.

25. Hereafter the caption of this cause and all pleadings in this matter shall read as:

"IN THE MATTER OF THE LIQUIDATION OF
NATIONAL HERITAGE LIFE INSURANCE COMPANY"

26. This Court shall retain jurisdiction in this cause for the purpose of granting such other and further relief as this cause, the interests of the policyholders, creditors, stockholders of National Heritage and the public may require. The Receiver, or any interested party upon reasonable notice to the Receiver, may at any time make application for such other and further relief as either sees fit.

27. On or before June 30, 1996, the Receiver shall mail a Notice of Liquidation and Bar Date and a proof of claim form to all known claimants and creditors or persons or entities reasonably believed to be claimants or creditors of National Heritage, by first class mail, postage prepaid, and obtain proof of such mailing on United States Postal Form 3606.

28. ANY AND ALL CLAIMS AGAINST THE NATIONAL HERITAGE LIFE INSURANCE COMPANY IN LIQUIDATION NOT PRESENTED TO THE RECEIVER ON OR BEFORE JUNE 30, 1997 SHALL BE FOREVER BARRED FROM SHARING IN DISTRIBUTIONS OF THE ASSETS OF NATIONAL HERITAGE UNLESS THERE IS A SURPLUS AND NATIONAL HERITAGE IS DEEMED SOLVENT PURSUANT TO 18 DEL. C. §5928(a)(2).

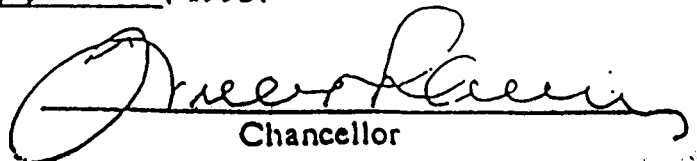
SO ORDERED this 21 day of May, 1995.

CERTIFIED
AS A TRUE COPY:

ATTEST:

PRISCILLA B. NAYESTRAW
REGISTER IN CLERK

By Lisa A. Neal


Chancellor

United States District Court
Northern District of Illinois

Chicago, Illinois

WHEREAS, the undersigned is a duly qualified and sworn District Court Clerk for the Northern District of Illinois, to wit: Chicago, Illinois; and whereas, the undersigned is duly qualified and sworn to receive and certify copies of the original(s) of any and all documents and papers filed in the Court;

AND WHEREAS, the undersigned has received and examined the original(s) of the above-captioned document(s) and has found the same to be a true and correct copy of the original(s);

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Court at Chicago, Illinois.

CLERK


Deputy Clerk

Minute Order Form (rev. 12/90)

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other Than Assigned Judge	
Case Number	95 C 4243	Date	April 15, 1996
Case Title	Williams, et al. Vs. National Housing, et al.		

MOTION:

[In the following box (a) indicate the party filing the motion e.g. plaintiff, defendant, 3rd party plaintiff and (b) state briefly the nature of the motion being presented.]

DOCKET ENTRY:

(1)		Filed motion of [use listing in "MOTION" box above]	Sent for Microfilming
(2)		Brief in support of motion due _____	
(3)		Answer brief to motion due _____	APR 16 1996
(4)		<input type="checkbox"/> Ruling on _____	Replied to answer brief due _____
(5)		<input type="checkbox"/> Hearing set for _____	Filed on _____
(6)		Status hearing <input type="checkbox"/> held <input type="checkbox"/> continued to _____	at _____
(7)		Pretrial conf. <input type="checkbox"/> held <input type="checkbox"/> continued to _____	at _____
(8)		Trial <input type="checkbox"/> Set for _____	at _____
(9)		<input type="checkbox"/> Bench Trial <input type="checkbox"/> Jury Trial <input type="checkbox"/> Hearing held and continued to _____	at _____
(10)		This case is dismissed <input type="checkbox"/> without <input type="checkbox"/> with prejudice and without costs <input type="checkbox"/> by agreement <input type="checkbox"/> pursuant to	
		<input type="checkbox"/> FRCP 4(j) (failure to serve) <input type="checkbox"/> General Rule 21 (want of prosecution) <input type="checkbox"/> FRCP 41(a)(1) <input type="checkbox"/> FRCP 41(a)(2)	
(11)	X	Receiver's motion for an order confirming his authority to convey certain REO property to purchaser and his motion for an order confirming his authority with respect to Arapaho Car wash Loans are granted. Nominal defendants' motion to enlarge time until May 3, 1996 to respond to the counterclaim of RAM is granted. Accordingly, reply is extended to May 24, 1996. Commissioner shall set aside escrow to provide for Continental fees, if ordered by it. Enter Amended Declaratory judgment order nunc pro tunc April 3, 1996 on plaintiff's motion for summary judgment on Count I. RAM has until May 13, 1996 to respond to motions to dismiss count I of RAM's counterclaim by Commissioner and Continental. Ruling set for July 11, 1996	
		at 8:45 A.M.	
		No notices required, advised in open court.	
		No notices required.	
		Notices mailed by judge's staff.	
		Notified counsel by telephone.	
		Docketing to mail notices.	
		Mail AO 450 form.	
		Copy to judge/magistrate Judge.	
		courtroom deputy's initials	
		Date/time received in Central Clerk's Office	
		number of notices	
		date docketed	APR 16 1996
		docketing dpty. initials	
		date mailed notice	APR 16 1996
		mailing dpty. initials	
		Document #	116

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DONNA LEE H. WILLIAMS, INSURANCE)
COMMISSIONER OF THE STATE OF DELAWARE,)
AS RECEIVER OF NATIONAL HERITAGE LIFE)
INSURANCE COMPANY IN REHABILITATION,)
CONTINENTAL STOCK TRANSFER & TRUST)
COMPANY, MIDWEST INDEPENDENT BANK,)
and MIDWEST MORTGAGE SERVICING, L.L.C.,)

Plaintiffs,)

v.)

NATIONAL HOUSING EXCHANGE INC., APX)
MORTGAGE SERVICES, INC., and)
RESOURCE ASSET MANAGEMENT, INC.)

Defendants.)

Civil Action 95 C 4243
Hon. Elaine E. Bucklo
Magistrate Judge
Rebecca R. Pallmeyer

AMENDED DECLARATORY JUDGMENT ORDER

This cause coming to be heard on the Motion for Summary Judgment on Count I, filed by the plaintiff Donna H. Lee Williams, Insurance Commissioner of the State of Delaware, as Receiver of National Heritage Life Insurance Company in Liquidation (the "Commissioner"), due notice having been given and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, DECLARED AND DECREED:

1. The Commissioner's Motion for Summary Judgment on Count I is granted;
2. All the rights of National Housing Exchange, Inc. under the Indenture and Servicing Agreement dated December 28, 1993 were terminated on November 7, 1994;

3. All the rights of APX Mortgage Services, Inc. under the Indenture and Servicing Agreement dated December 28, 1993 were terminated on November 7, 1994;
4. The rights of both National Housing Exchange, Inc. and APX Mortgage Services, Inc. with respect to the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pool of Mortgages, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993, are hereby terminated;
5. No approvals, agreements, consents, signatures or other action of any nature whatsoever of either or both of National Housing Exchange, Inc. and APX Mortgage Services, Inc. is required in connection with any action pursuant to the Indenture and Servicing Agreement dated December 28, 1993; provided however that nothing herein shall be deemed to relieve either or both of National Housing Exchange, Inc. and APX Mortgage Services, Inc. of their respective obligations under the Indenture and Servicing Agreement dated December 28, 1993;

6. The Commissioner is entitled to unencumbered ownership of the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pool of Mortgages, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993; and,
7. All right, title and interest in and to the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pools of Mortgage, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993 is vested in the National Heritage Life Insurance Company in Liquidation (or any affiliate designated by National Heritage Life Insurance Company in Liquidation with respect to any environmentally impaired Mortgaged Property).

ENTER ORDER:

DATED: APRIL 12, 1996,
nunc pro tunc APRIL 3, 1996



Elaine E. Bucklo
United States District Court
Judge

CERTIFIED COPY (Rev. 11-13-83)

United States District Court

Northern District of Illinois

Eastern Division

I, **MICHAEL W. DOBRYNS**, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document is a true, correct and complete copy of the original(s) on file in my office and under my personal custody.

IN TESTIMONY WHEREOF, I have hereunto

affixed my hand and official seal, and

at the Southern Branch of the United States District Court for the Northern District of Illinois, this _____ day of _____, 2007.

MICHAEL W. DOBRYNS
Clerk

BY _____
Deputy Clerk

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other Than Assigned Judge	
Case Number	95 C 4243	Date	February 20, 1997
Case Title	Williams, et al. VS. National Housing, et al.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

Set for Microfilming

(1) Filed motion of [use listing in "MOTION" box above]

(2) Brief in support of motion due _____

(3) Answer brief to motion due _____ Reply to answer brief due on FEB 24 1997

(4) ☐ Ruling on _____ set for _____ at _____
☐ Hearing

(5) Status hearing ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____

(6) Pretrial conf. ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____

(7) Trial ☐ Set for ☐ re-set for _____ at _____

(8) ☐ Bench Trial ☐ Jury Trial ☐ Hearing held and continued to _____ at _____

(9) This case is dismissed ☐ without ☐ with prejudice and without costs ☐ by agreement ☐ pursuant to
☐ FRCP 4(j) (failure to serve) ☐ General Rule 21 (want of prosecution) ☐ FRCP 41(a)(1) ☐ FRCP 41(a)(2)

(10) ☐ [Other docket entry] The Commissioner's motion for the entry of a revised order regarding Massachusetts Mortgage is granted. Enter Revised Order. Plaintiff's motion for reassignment of case number 96 C 8477 based on relatedness is also granted.

(11) ☒ [For further detail see ☐ order on the reverse of ☒ order attached to the original minute order form.]

No notices required, advised in open court.	RECEIVED FOR DOCKETING FEB 20 PM 5:35 ED-11	number of notices	Document # 325
No notices required.		date docketed	
Notices mailed by judge's staff.		docketing dpty. initials	
Notified counsel by telephone.		date mailed notice	
<input checked="" type="checkbox"/> Docketing to mail notices.		mailing dpty. initials	
Mail AO 450 form.	Date/time received in central Clerk's Office		
Copy to judge/magistrate Judge.			

courtroom deputy's initials

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED

FEB 21 1997

DONNA LEE H. WILLIAMS, ET AL.

Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.

Defendants.

Civil Action 95 C 4243
Hon. Elaine E. Bucklo
Magistrate Judge
Rebecca R. Pallmeyer

REVISED ORDER REGARDING MASSACHUSETTS MORTGAGES

This matter having come to be heard on the Commissioner's Motion for the Entry of a Revised Order Regarding Massachusetts Mortgages subject to the Amended Declaratory Judgment Order entered April 12, 1996, nunc pro tunc April 3, 1996, a copy of which is attached hereto as Exhibit 1, the Court hereby orders that National Heritage Life Insurance Company, in Liquidation ("NHL"), as to any claim of title and possession by or through National Housing Exchange Inc., APX Mortgage Services, Inc., Resource Asset Management, Inc., and South Star Management Corp. (collectively "the Parties"), has good, valid, and indefeasible ownership of any and all interests, free and clear, and free of any adverse equities and any other claims in and to the mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments, whether or not of record, with respect to the real property located in the Commonwealth of Massachusetts and listed in Exhibit 2, which is attached to this Order and incorporated herein (hereinafter such mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments shall be referenced as the "Mortgages"), together with:

- (1) any and all notes, loan agreements, credit agreements, guaranties, and any other evidence of indebtedness secured by the Mortgages;
- (2) any and all other security interests or claims pertaining to any indebtedness secured by the Mortgages, including but not limited to any and all (a) security agreements or chattel mortgages, (b) assignments or collateral assignments of rents, leases, and profits, (c) assignments or collateral assignments of accounts receivable, (d) assignments, collateral assignments, or pledges of stock, (e) assignments or collateral assignments of business licenses, permits, service contracts and equipment leases, (f) interests in any insurance proceeds or condemnation awards, (g)

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interests in any indemnification agreements, whether with respect to environmental matters or otherwise, (h) interests in any leases, ground leases, proprietary leases, or occupancy agreements, (i) interests in any UCC financing statements, (j) creditor's claims, and (k) if the subject Mortgage is in the process of being foreclosed, any proceeds being held in the registry of the court of competent jurisdiction or held by the court-appointed receiver; and

(3) any proceeds thereof.

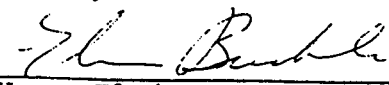
It is further ordered that to the extent that any Mortgages have been foreclosed or repossessed, or title has otherwise reverted to Defendant prior to this Order, that, as between the Parties and NHL, NHL has good, valid and indefeasible fee simple title, free and clear, and free and clear of any claims in and to the real property that is encumbered by said Mortgages, together with all improvements thereon and easements and appurtenances thereto, and together with any and all proceeds concerning such real property held (1) in the registry of any court where such foreclosure action was pending, (2) by any court-appointed receiver for such real property, (3) by any property manager for such real property, and (4) by any other third party. (Hereinafter all Mortgages and related assets and real property and related assets shall be referenced as the "Assets".)

It is further ordered that, if necessary, in order to fulfill the terms and intent of this Order, NHL shall have the right (1) to unilaterally record any documents transferring or conveying any rights relating to the Assets and encompassed by this Order into the name of NHL, including but not limited to any assignment of any of the Mortgages or any UCC-3 financing statements, and (2) to unilaterally record any new financing statements to perfect NHL's security interests in the Assets.

It is further ordered that the Commissioner and NHL are not bound by the terms of any oral agreements affecting the Assets made by any predecessor in interest or former servicer of the Assets.

The recording of a certified copy of this Order in any jurisdiction where any Assets are located shall (1) convey title to such Assets to NHL, pursuant to the terms of this Order, and (2) re-establish any lost original instruments or documents pertaining to such Assets.

Dated: 2/20/97

ENTER: 

Hon. Elaine E. Bucklo
United States District Court Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DONNA LEE H. WILLIAMS, INSURANCE
COMMISSIONER OF THE STATE OF DELAWARE,
AS RECEIVER OF NATIONAL HERITAGE LIFE
INSURANCE COMPANY IN REHABILITATION,
CONTINENTAL STOCK TRANSFER & TRUST
COMPANY, MIDWEST INDEPENDENT BANK,
and MIDWEST MORTGAGE SERVICING, L.L.C.,
Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.
Defendants.

Civil Action 95 C 4243
Hon. Elaine E. Bucklo
Magistrate Judge
Rebecca R. Pallmeyer

AMENDED DECLARATORY JUDGMENT ORDER

This cause coming to be heard on the Motion for Summary Judgment on Count I, filed by the plaintiff Donna H. Lee Williams, Insurance Commissioner of the State of Delaware, as Receiver of National Heritage Life Insurance Company in Liquidation (the "Commissioner"), due notice having been given and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, DECLARED AND DECREED:

1. The Commissioner's Motion for Summary Judgment on Count I is granted;
2. All the rights of National Housing Exchange, Inc. under the Indenture and Servicing Agreement dated December 28, 1993 were terminated on November 7, 1994;

6. The Commissioner is entitled to unencumbered ownership of the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pool of Mortgages, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993; and,
7. All right, title and interest in and to the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pools of Mortgage, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993 is vested in the National Heritage Life Insurance Company in Liquidation (or any affiliate designated by National Heritage Life Insurance Company in Liquidation with respect to any environmentally impaired Mortgaged Property).

ENTER ORDER:

DATED: APRIL 12, 1996,
nunc pro tunc APRIL 3, 1996



Elaine E. Bucklo
United States District Court
Judge

EXHIBIT 2

Schedule of XXX Bond Loans Secured by Real Estate

November 1, 1996

St.	County	Series	Mortgagor	Address	City	Document #	Book #	Page #
A		15	Duprey	81 Sterling Lane	Bradford	800162	9479	524
		16	Gilet	71 Princeton, Unit 108	North Chelmsford	13553	3538	179
	Barnstable	16	Most	108 Howland Circle, #102	Brewster	12748	6308	112
	Bristol	14	Drumheiser	14 Spruce Street	New Bedford	22979	2228	90
	Essex	15	Daigle	200 Wilson Street, Units 2 & 4	Haverhill	364	10392	472
			Roberts	4 Central Avenue	Methuen	42312	67	333
		16	Gauthier/Roderick	407 Forest Hill Road	Dunstable	79019	3841	233
			Moran	415 Lafayette St.	Salem	53	9067	169
	Hampshire	15	Duquette	72 Barrett Street, Unit 11G	Northampton	19366	(none)	(none)
	Hillsborough	16	Driscoll/Zuker	143 Baboosic Lake Rd.	Merrimack	802728	4591	115
	Middlesex	13	Elliot Group Inc.	38-40 Sarah Ave./771 Broadway/285-287 Dutton St.	Lowell	11569	B05490	278
		14	Gavriel	26-28 Alma	Lowell	20595	4507	61
		15	Babcock	54 Glenside Avenue	Billerica	12834	B04452	21
			Dabilis	861-871 Middlesex Road	Lowell	78706	3839	259
			Dabilis/Gavrie	42 Marshall St. 1	Lowell	13934	3956	338
			Duffy	97 Daniels Street	Malden	682632	998	129
			Grant	8108 Lawrence Street	Lowell	36079	3556	12
			Oehley	11 Pike Street	Hopkinton	(none)	15414	174
			Torres/Ramos	29-31 Queen St.	Lowell	35435	5005	150
		16	Arbetter	78 Captian Eames Circle, #028	Ashland	(none)	18215	80
			Hague	40 Aberdeen Street	Lowell	18871	3436	109
			Hipp	65 Indian Brook Road	Ashland	471	20144	600
			Landry	361 Aiken Avenue, No. 4	Lowell	44158	B05373	195
			McInnis	369 Aiken Avenue, Unit 16	Lowell	34328	B04998	134
		17	Games	6 Ledgewood Way, Unit 16	Peabody	91	9605	576
			Keomouangchanh	204 Ludlam St.	Lowell	24133	B04533	29
	New Haven	16	O'Malley	208 West St., Unit 4A	Milford	(none)	11971	298

EXHIBIT 2

Schedule of MHE Bond Loans Secured by Real Estate

November 8, 1996

St.	County	Series	Mortgagor	Address	City	Document #	Book #	Page #
MA	Norfolk	15	Giordano	660 Franklin Street	Wrentham	2654	7474	518
			Magri	7-9 Pierce Street	Milton	44301	7047	487
			Padula	131, 133, & 135 Creek St.	Wrentham	492121	619	119
			Reed	691 Washington Street	Braintree	25552	889	695
	Plymouth	16	Brustin	133 Commander Shea Blvd., Unit 116	Quincy	13421	7436	151
			Peingold/Conno	45 Manomet Rd.	Plymouth	9742	10728	95
			lly					
			McCann	50 Pinewood Lane	Duxbury	(none)	7044	85
			Melone	131 Chapel Street	Pembroke	76854	10509	342
			Pasquariello	3-12 School Street	Marshfield	65134	6922	146
				3-7 School Street	Marshfield	65137	6922	162
Suffolk	Suffolk	14	Pal	461 Washington Street, Unit 406	Boston	143	13522	64
			Deo	56 Round Hill Street	Jamaica Plain	290	15403	128
		15	Glades Realty Trust	36-38 Grove St.	Chelsea	213	13630	336
			Lewis	135-137 Sydney Street	Boston	(none)	13669	175
			Mannix	29 Vinton Street	South Boston	(none)	16204	136
		16	Cheletzky	8 Kittredge Street, No. 5K	Rosendale	239	16232	60
			Glades Realty Trust	30-34 Grove St.	Chelsea	213	13630	336
			Grubbs	20 American Legion Highway	Boston	33106	14939	1
			Krell	1607 Commonwealth, Unit 30	Boston	41645 - C114-62	(none)	(none)
			Mullings	40 Kingsdale Street	Dorchester	457044	(none)	(none)
		17	Brown	18 Burnett Road, #18	Revere	173	14918	220
Worcester	Worcester	14	Reinold/Firell	135 East Main St., Unit C-8	Westborough	42917	8276	321
			1					
		15	Choquette	257 E. Main St.	East Douglas	8559	11900	127
			Griffin	5 Griswold Court	Oxbridge	112513	10821	265
		16	Humphrey's LTD	208 West Street, Unit 4A	Hopedale	(none)	10285	188
			King	6 Beckman St.	Worcester	121706	10883	243

EXHIBIT 2

Schedule of XXX Bond Loans Secured by Real Estate

November 8, 1996

St.	County	Series	Mortgagor	Address	City	Document #	Book #	Page #
1	Worcester	16	King	19 Canton Street	Worcester	7662	11097	122
		17	Alex	61A Fox Meadow Road, Unit 61A	Leominster	7686	1561	44
			Pasquariello	4 Oak St., #12/12 Williamsburg Ct., #28/3 & 12 Castle Green, #3	Shrewsbury	5730	9192	161
				12-4 Oak Street	Shrewsbury	5733	9192	171

CERTIFICATE OF SERVICE

I, William P. Ziegelmueller, an attorney, certify that on February 14, 1997, I caused a copy of the foregoing MOTION FOR A REVISED ORDER REGARDING MASSACHUSETTS MORTGAGES to be served by U.S. Mail, postage prepaid:


Richard Waris
Pretzel & Stouffer Chartered
One South Wacker Drive
Suite 2500
Chicago, Illinois 60606

James Rolfes
Sachnoff & Weaver, Ltd.
30 S. Wacker Drive
Suite 2900
Chicago, Illinois 60606

David J. Krupp
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

Robert E. Davy, Jr.
180 N. LaSalle, Suite 2315
Chicago, Illinois 60611

APX Mortgage Services, Inc.
c/o Robert Gorski
P.O. Box 909
Lake Zurich, Illinois 60047-0909



William P. Ziegelmueller

Exhibit "C"

SUFFOLK, ss.

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 97-02013 B

DONNA LEE H. WILLIAMS, INSURANCE
COMMISSIONER OF THE STATE OF DELAWARE,
AS RECEIVER OF NATIONAL HERITAGE LIFE
INSURANCE COMPANY IN LIQUIDATION,
Plaintiff,

v.

NATIONAL HOUSING EXCHANGE, INC.,
APX MORTGAGE SERVICES, INC.,
RESOURCE ASSET MANAGEMENT, INC. and
SOUTH STAR MANAGEMENT CORPORATION,
Defendants.

JUDGMENT BY DEFAULT

This action came on for hearing before the Court, KING, J., presiding, upon the marking of Plaintiff, Donna Lee H. Williams, Insurance Commissioner of the State of Delaware as Receiver of National Heritage Life Insurance Company in Liquidation (hereinafter, "NHL") in the above entitled action, for a default judgment by the court, pursuant to Rule 55(b)(2) of Mass. R. Civ. P., and it appearing to the court that the Amended Complaint in said action was filed on the 14'th day of July, 1997, and that no answer or other defense has been filed by the said Defendants, National Housing Exchange, Inc., Resource Asset Management, Inc., APX Mortgage Services, Inc., and/or South Star Management Co., Inc., and that default on those Counts of the Amended Complaint wherein default had not previously been entered, was entered on the 24 day of OCTOBER 1997, in the office of the clerk of this court, and that no proceedings have been taken by the said Defendants since said default was entered, it is ordered and adjudged, that judgment by default enter as against the Defendants, as follows: as against National Housing Exchange, Inc. and Resource Asset Management, Inc. on Counts IV and V of the Amended Complaint; and, as against APX Mortgage Services, Inc. and South Star Management Co., Inc. on Counts I, II, III, IV and V of the Amended Complaint, all in accordance with the Prayers of that Amended Complaint, thereby recognizing and giving effect to the following judgments in Massachusetts:

JUDGMENT ENTERED ON DOCKET October 6, 19 97
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS:

PRICE
JLT
01/5/97
J.F.-C. Jr.

AS TO APX AND SOUTH STAR:

Prayer 1: The Chancery Court of the State of Delaware in and for New Castle County's Liquidation and Injunction Order in Civil Action No. 13530, dated November 21, 1995, a copy of which is attached hereto as Exhibit "A"; and,

Prayer 2: The United States District Court, Northern District of Illinois, Eastern Division's Amended Declaratory Judgment Order in No. 95 C 4243, dated April 12, 1996, *nunc pro tunc*, April 3, 1996, a copy of which is attached hereto as Exhibit "B"; and,

Prayer 3: The United States District Court, Northern District of Illinois, Eastern Division's Revised Order Regarding Massachusetts Mortgages No. 95 C 4243, dated February 20, 1997, a copy of which is attached hereto as Exhibit "C".

AS TO ALL DEFENDANTS:

Prayer 4: The United States District Court, Northern District of Illinois, Eastern Division's Order Particularly Identifying the I-250 Assets No. 95 C 4243 dated February 7, 1997, a copy of which is attached hereto as Exhibit "D".

Prayer 5: The United States District Court, Northern District of Illinois, Eastern Division's Revised Order Regarding Additional Massachusetts Mortgages No. 95 C 4243, dated April 15, 1997, a copy of which is attached hereto as Exhibit "E".

SO ORDERED:

Patricia King
Superior Court Department

, J.

Dated: October 6, 1997

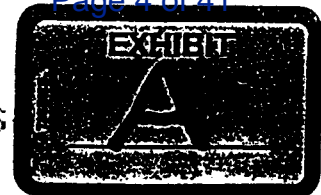
DO SOLEMNLY ATTEST AND CERTIFY ON

October 9, 1997
..... THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
CLERK/MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY: Michael J. Donovan

Bk : 10816



3

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
 IN AND FOR NEW CASTLE COUNTY

ORIGINAL

IN THE MATTER OF THE)
 REHABILITATION OF NATIONAL) C.A. No. 13530
 HERITAGE LIFE INSURANCE COMPANY)

LIQUIDATION AND INJUNCTION ORDER

WHEREAS, the Honorable Donna Lee H. Williams, the Insurance Commissioner for the State of Delaware, heretofore appointed as the Receiver of the National Heritage Life Insurance Company in Rehabilitation by Order dated May 25, 1994 (the "Receiver"), has filed with the Court a petition seeking a Liquidation and Injunction Order concerning National Heritage Life Insurance Company ("National Heritage") pursuant to Title 18 Del. C. §5901, et seq.;

WHEREAS, a hearing on the financial status of National Heritage and for interested parties to show cause why National Heritage should not be declared insolvent and ordered liquidated was held by the Court on 11/21/95; and

WHEREAS, the Receiver has submitted evidence that National Heritage is insolvent, in that as of September 30, 1995, National Heritage's liabilities exceeded its assets by approximately \$214 million and that as of the hearing date, the negative surplus was approximately \$214 million.

NOW THEREFORE, the Court finds and IT IS HEREBY ORDERED as follows:

1. National Heritage is insolvent as that term is defined in 18 Del. C. §5901.
2. Sufficient cause exists for the liquidation of the respondent, National Heritage, pursuant to 18 Del. C. §§ 5906 and 5910 and a Liquidation and Injunction Order is hereby entered against National Heritage.

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3. The May 25, 1994 Rehabilitation and Injunction Order and the June 27, 1994 Supplemental Rehabilitation Order entered by this Court in this matter are hereby superseded, upon entry of this Order, and the Commissioner shall continue to serve as Receiver of National Heritage for the purpose of liquidation as set forth below.

4. The appointment of the Honorable Donna Lee H. Williams, Commissioner of Insurance of the State of Delaware, and her successors in office, as the Receiver of National Heritage is hereby continued and the Receiver is hereby directed to immediately take or maintain her exclusive possession and control of and to continue or be vested with all right, title and interest in, of or to the property of National Heritage, including, without limitation, all of National Heritage's assets, contracts, rights of action, funds recoverable under treaties and agreements of reinsurance heretofore entered into by National Heritage as the ceding insurer, books, records, bank accounts, certificates of deposit, collateral securing obligations to, or for the benefit of, National Heritage or any trustee, bailee or any agent acting for, or on behalf of, National Heritage (collectively, the "Trustees"), securities or other funds, and all real or personal property of any nature of National Heritage including, without limitation, furniture, fixtures and office supplies, wherever located, and including such property of National Heritage or collateral securing obligations to, or for the benefit of, National Heritage or any Trustee thereof that may be discovered hereafter, and all proceeds of or accessions to any of the foregoing, wherever located, in the possession, custody or control of National Heritage or any Trustee therefore (collectively, the "Assets"), and to liquidate the same pursuant to the provisions of Chapter 59 of the Delaware Insurance Code, and the Receiver is further authorized

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to take such actions as the nature of this cause and interests of the policyholders, creditors and stockholders of National Heritage and the public may require.

5. The Receiver is hereby authorized to continue to deal with the Assets, business and affairs of National Heritage, including, without limitation, the right to sue for, defend for or continue suits already commenced by the Receiver for National Heritage, or for the benefit of National Heritage's policyholders, stockholders and creditors, in the courts and tribunals, agencies or arbitration panels in this State and other states in her name as the Commissioner of Insurance of the State of Delaware, or in the name of National Heritage.

6. The filing or recording of this Order or a certified copy hereof with the Clerk of this Court and with the recorder of deeds of the jurisdiction in which National Heritage's corporate and administration offices are located, or, in the case of real estate, with the recorder of deeds of the jurisdictions where the property is located, shall impart the same notice as would be imparted by a deed, bill of sale or other evidence of title duly filed or recorded with that recorder of deeds. Without limiting the foregoing, the filing of this Order with the Clerk of this Court also constitutes notice to all sureties and fidelity bondholders of National Heritage of all ~~potential~~ claims against National Heritage under such policies and shall constitute the perfection of a lien in favor of National Heritage under the Uniform Commercial Code or any like Federal or state law, regulation or order dealing with the priority of claims.

7. Except as otherwise indicated elsewhere in this Order, and upon notice provided by the Receiver, all agents and brokers, former officers, former directors, stockholders and all other persons or entities now or prospectively holding Assets of, or on behalf of, National

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Heritage shall forthwith file an accounting of these Assets with the Receiver and shall within ten (10) days of the entry of this Order, turn those Assets over to the Receiver.

8. The Receiver may, in her discretion, appoint or continue the appointment of a consultant or other person or persons to serve as Special Deputy Receiver(s) to assist the Receiver in accomplishing the directive of this Order. The Special Deputy Receivers shall serve at the pleasure of the Receiver and, subject to the approval of the Receiver, shall be entitled to exercise all of the powers and authorities vested in the Receiver pursuant to this Order and applicable law.

9. The Receiver may employ or continue to employ and fix the compensation of such deputies, counsel, clerks, employees, accountants, actuaries, consultants, assistants and other personnel (collectively, the "Designees") as considered necessary, and all compensation and expenses of the Special Deputy Receiver(s) and the Designees and of taking possession of National Heritage and conducting this proceeding shall be paid out of the funds and assets of National Heritage as administrative expenses under Title 18 Del. C. §5913(f). Each and every Designee shall be deemed to have submitted to the jurisdiction of this Court for the resolution of any disputes between the Receiver and such Designee concerning such Designee's rights, obligations and compensation.

10. The Receiver, the Special Deputy Receivers and the Designees (collectively, the "Indemnitees") shall have no personal liability for their acts or omissions in connection with their duties during the rehabilitation and liquidation periods, provided that such acts or omissions are or were undertaken in good faith and without willful misconduct, gross negligence or criminal intent. All expenses, costs and attorney's fees incurred by the Indemnitees in

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connection with any lawsuit brought against them in their representative capacities shall be subject to the approval of the Receiver and shall be exclusively paid out of the funds and assets of National Heritage. The Indemnitees shall not be deemed to be employees of the State of Delaware.

11. The Receiver's right, title and interest in and to all funds recoverable under treaties and agreements of reinsurance heretofore entered into by National Heritage as the ceding insurer shall continue, and all reinsurance companies involved with National Heritage are enjoined and restrained from making any settlements with any claimant or policyholder of National Heritage other than the Commissioner as Receiver. The amounts recoverable by the Receiver from any reinsurer of National Heritage shall not be reduced as a result of this liquidation proceeding or by reason of any partial payment or distribution on a reinsured policy, contract or claim, and each such reinsurer of National Heritage is hereby enjoined and restrained from terminating, cancelling, failing to extend or renew, or reducing or changing coverage under any reinsurance policy or contract with National Heritage, except for non-payment of premium. The Receiver may terminate or rescind any contract with a reinsurer or reinsurers that is contrary to the best interests of the estate in liquidation.

12. The Receiver is hereby authorized to transfer National Heritage's assets and liabilities, to the extent such liabilities are not covered by a state guaranty association, to an affiliate, subsidiary or trust for the overall benefit of National Heritage's policyholders, other creditors, and stockholder, subject to approval by this Court.

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13. The Receiver may change to her own name the name of any of National Heritage's accounts, funds or other property or assets held with any bank, savings and loan association or other financial institution, and may withdraw such funds, accounts and other property or assets from such institutions or take any lesser action necessary for the proper conduct of this liquidation.

14. The Receiver may reject any executory contract to which National Heritage is a party that the Receiver may in her discretion determine is burdensome to National Heritage or is otherwise not in its best interest. Any party to a rejected contract may file a claim only for damages arising from such rejection in accordance with paragraph 18, below. All claims of policyholders enumerated in 18 Del. C. §5913(e) shall have priority over all non-policyholder claims arising from the rejection of executory contracts.

15. National Heritage, its former officers, former directors, stockholders, agents, servants and employees and all other persons having notice of these proceedings or of this Order are hereby prohibited from transacting any business of, or on behalf of, National Heritage or selling, transferring, destroying, wasting, encumbering or disposing of any of the Assets, without the prior written permission of the Receiver or until further Order of this Court.

16. All banks, brokerage houses, agents, reinsurers, or other companies or persons, either having in their possession Assets or possible Assets (including, without limitation, books or records of National Heritage), or having notice of these proceedings or of this Order, are hereby enjoined and restrained from disposing of, selling, wasting, encumbering, transferring or destroying any such Assets or possible Assets (including, without limitation, books or records of National Heritage). This prohibition includes, without limitation, Assets, possible Assets,

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books or records pertaining to any business transaction between National Heritage and any of said parties. No actions concerning, involving, or relating to such Assets, possible Assets, books or records may be taken by any of the aforesaid persons or entities enumerated herein, without the prior written consent of the Receiver, or until further Order of this Court.

17. All former officers, former directors, stockholders, agents, servants and employees of National Heritage, and all other persons and companies having notice of these proceedings or of this Order, are hereby enjoined and restrained from instituting or further prosecuting any action at law or in equity or in other proceedings against National Heritage, the Commissioner as Receiver, the Special Deputy Receiver(s) or the Designees in connection with their duties as such, or from obtaining preferences, judgments, attachments or other like liens or encumbrances, or foreclosing upon or making of any levy against National Heritage or the Assets, or exercising any right adverse to the right of National Heritage to or in the Assets, or in any way interfering with the Receiver, the Special Deputy Receiver(s) or the Designees either in their possession and control of the Assets, books, and records of National Heritage or in the discharge of their duties hereunder.

18. All persons and companies are hereby enjoined and restrained from asserting any claim against the Commissioner as Receiver of National Heritage, or against the Special Deputy Receiver(s) or the Designees in connection with their duties as such, or against the Assets, except insofar as such claims are brought in the liquidation proceedings of National Heritage.

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19. The Court hereby imposes a temporary moratorium on payment of cash values, surrenders, policy loans or any other right to withdraw funds held in conjunction with the policies or contracts of National Heritage, in addition to the Receiver's and the state guaranty associations' right to implement any contractual provision for deferral of cash payment or policy loans, for a period of 120 days from the date of this Order, provided that any state guaranty association may voluntarily choose to permit a full or partial payment of cash values, surrenders, policy loans or any other right to withdraw funds for claims covered by the applicable state guaranty association law.

20. Within a reasonable time after receipt of a claim in the liquidation proceedings of National Heritage, the Receiver shall give notice by mail to any and all persons interested in such claim of the Receiver's proposed report and recommendation to the Court regarding the allowance or denial (in whole or in part) of such claim.

21. Within sixty (60) days of the mailing of the proposed report and recommendation, the interested person being given notice of such proposed report and recommendation may file a written objection thereto with the New Castle County Register in Chancery, 1000 King Street, Wilmington, Delaware, 19801, and the Receiver.

22. Within a reasonable time after such sixty (60) days, there being no objection to the proposed report and recommendation, the Receiver shall file with the Court such report and recommendation.

23. No hearing will be held regarding the proposed report and recommendation in the absence of a written objection thereto by a person interested therein.

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24. The Receiver shall provide semiannual reports on the financial condition of National Heritage and on the actions of the Receiver pursuant to this Order.

25. Hereafter the caption of this cause and all pleadings in this matter shall read as:

"IN THE MATTER OF THE LIQUIDATION OF
NATIONAL HERITAGE LIFE INSURANCE COMPANY"

26. This Court shall retain jurisdiction in this cause for the purpose of granting such other and further relief as this cause, the interests of the policyholders, creditors, stockholders of National Heritage and the public may require. The Receiver, or any interested party upon reasonable notice to the Receiver, may at any time make application for such other and further relief as either sees fit.

27. On or before June 30, 1996, the Receiver shall mail a Notice of Liquidation and Bar Date and a proof of claim form to all known claimants and creditors or persons or entities reasonably believed to be claimants or creditors of National Heritage, by first class mail, postage prepaid, and obtain proof of such mailing on United States Postal Form 3606.

28. ANY AND ALL CLAIMS AGAINST THE NATIONAL HERITAGE LIFE INSURANCE COMPANY IN LIQUIDATION NOT PRESENTED TO THE RECEIVER ON OR BEFORE JUNE 30, 1997 SHALL BE FOREVER BARRED FROM SHARING IN DISTRIBUTIONS OF THE ASSETS OF NATIONAL HERITAGE UNLESS THERE IS A SURPLUS AND NATIONAL HERITAGE IS DEEMED SOLVENT PURSUANT TO 18 DEL. C. §5928(a)(2).

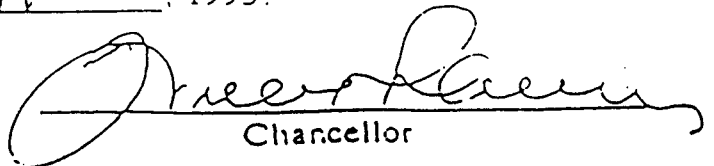
SO ORDERED this 21 day of May, 1995.

CERTIFIED
AS A TRUE COPY:

ACCENT:

FRANK L. B. HANSTRAW
REGISTER IN DEPT. OF

By Lisa M. G.


Chancellor

BK: 10816-110

Minute Order Form (rev. 12/90)

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge or Other Than Assigned Judge	
Case Number	95 C 4243	Date	April 15, 1996
Case Title	Williams, et al. Vs. National Housing, et al.		

MOTION:

In the following box (a) indicate the party filing the motion (e.g., Plaintiff, Defendant, Disputant, and (b) state briefly the nature of the motion being presented:

DOCKET ENTRY:

1	<input type="checkbox"/>	Filed motion or case listing in "MOTION" box above	Sent for <u>minutes</u>
2	<input type="checkbox"/>	Brief in support of motion due	APR 18 1996
3	<input type="checkbox"/>	Answer brief to motion due	Required answer brief due
4	<input type="checkbox"/>	Ruling on <u> </u> set for <u> </u> at <u> </u>	Filmed on <u> </u>
5	<input type="checkbox"/>	Status hearing <input type="checkbox"/> held <input type="checkbox"/> continued to <input type="checkbox"/> set for <input type="checkbox"/> re-set for <u> </u> at <u> </u>	
6	<input type="checkbox"/>	Pretrial conf. <input type="checkbox"/> held <input type="checkbox"/> continued to <input type="checkbox"/> set for <input type="checkbox"/> re-set for <u> </u> at <u> </u>	
7	<input type="checkbox"/>	Trial <input type="checkbox"/> Set for <input type="checkbox"/> re-set for <u> </u> at <u> </u>	
8	<input type="checkbox"/>	Bench Trial <input type="checkbox"/> Jury Trial <input type="checkbox"/> Hearing held and continued to <u> </u> at <u> </u>	
9	<input type="checkbox"/>	This case is dismissed <input type="checkbox"/> without <input type="checkbox"/> with prejudice and without costs <input type="checkbox"/> by agreement <input type="checkbox"/> pursuant to <u> </u>	
	<input type="checkbox"/>	FRCP 4(j) (failure to serve) <input type="checkbox"/> General Rule 21 (want of prosecution) <input type="checkbox"/> FRCP 41(a)(1) <input type="checkbox"/> FRCP 41(a)(2)	

(10) ☒ (Other docket entry) Receiver's motion for an order confirming his authority to convey certain REO property to purchaser and his motion for an order confirming his authority with respect to Arapaho Car wash Loans are granted. Nominal defendants' motion to enlarge time until May 3, 1996 to respond to the counterclaim of RAM is granted. Accordingly, reply is extended to May 24, 1996. Commissioner shall set aside escrow to provide for Continental fees, if ordered by it. Enter Amended Declaratory judgment order nunc pro tunc April 3, 1996 on plaintiff's motion for summary judgment on Count I. RAM has until May 13, 1996 to respond to motions to dismiss count I of RAM's counterclaim by Commissioner and Continental. Ruling set for July 11, 1996

at 8:45 A.M.	No notices required, advised in open court.		number of notices	
<input type="checkbox"/>	No notices required		date docketed	APR 16 1996
<input type="checkbox"/>	Notices mailed by judge's staff		docketing dply initials	
<input type="checkbox"/>	Notified counsel by telephone		date mailed notice	APR 16 1996
<input checked="" type="checkbox"/>	Docketing to mail notices		mailing dply initials	
<input type="checkbox"/>	Mail AD 450 form			
<input type="checkbox"/>	Copy to judge/magistrate Judge			
<input checked="" type="checkbox"/>	Courtroom deputy's initials			
	Date time entered in Central Clerk's Office			

Document #

File

Ek : 10816-117 34843

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DONNA LEE H. WILLIAMS, INSURANCE
COMMISSIONER OF THE STATE OF DELAWARE,
AS RECEIVER OF NATIONAL HERITAGE LIFE
INSURANCE COMPANY IN REHABILITATION,
CONTINENTAL STOCK TRANSFER & TRUST
COMPANY, MIDWEST INDEPENDENT BANK,
and MIDWEST MORTGAGE SERVICING, L.L.C.,

Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.

Defendants.

Civil Action 95 C 4243
Hon. Elaine E. Buckle
Magistrate Judge
Rebecca R. Pallmeyer

AMENDED DECLARATORY JUDGMENT ORDER

This cause coming to be heard on the Motion for Summary Judgment on Count I, filed by the plaintiff Donna H. Lee Williams, Insurance Commissioner of the State of Delaware, as Receiver of National Heritage Life Insurance Company in Liquidation (the "Commissioner"), due notice having been given and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, DECLARED AND DECREED:

1. The Commissioner's Motion for Summary Judgment on Count I is granted;
2. All the rights of National Housing Exchange, Inc. under the Indenture and Servicing Agreement dated December 28, 1993 were terminated on November 7, 1994;

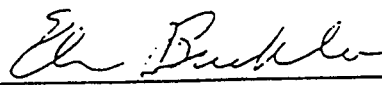
3. All the rights of APX Mortgage Services, Inc. under the Indenture and Servicing Agreement dated December 28, 1993 were terminated on November 7, 1994;
4. The rights of both National Housing Exchange, Inc. and APX Mortgage Services, Inc. with respect to the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pool of Mortgages, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993, are hereby terminated;
5. No approvals, agreements, consents, signatures or other action of any nature whatsoever of either or both of National Housing Exchange, Inc. and APX Mortgage Services, Inc. is required in connection with any action pursuant to the Indenture and Servicing Agreement dated December 28, 1993; provided however that nothing herein shall be deemed to relieve either or both of National Housing Exchange, Inc. and APX Mortgage Services, Inc. of their respective obligations under the Indenture and Servicing Agreement dated December 28, 1993;

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6. The Commissioner is entitled to unencumbered ownership of the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pool of Mortgages, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993; and,
7. All right, title and interest in and to the Mortgages, Mortgage Files, Mortgage Loans, Mortgage Impairment Insurance Policy, Mortgage Notes, Mortgaged Property, Pools of Mortgage, Related Security Documents and any and all proceeds thereof, as those terms are defined in the Indenture and Servicing Agreement dated December 28, 1993 is vested in the National Heritage Life Insurance Company in Liquidation (or any affiliate designated by National Heritage Life Insurance Company in Liquidation with respect to any environmentally impaired Mortgaged Property).

ENTER ORDER:

DATED: APRIL 12, 1996,
nunc pro tunc APRIL 3, 1996


Elaine E. Bucklo
United States District Court
Judge

Ek = 10816-113 34843

EXHIBIT 2

Schedule of XXX Bond Loans Secured by Real Estate

November 1, 1996

St.	County	Series	Mortgagor	Address	City	Document #	Book #	Page #
A		15	Duprey	81 Sterling Lane	Bradford	400162	3479	524
		16	Gilet	71 Princeton, Unit 108	North Chelmsford	13553	3538	179
	Barnstable	16	Most	108 Howland Circle, #102	Brewster	32748	6308	112
	Bristol	14	Drumheiser	14 Spruce Street	New Bedford	22979	2228	90
	Essex	15	Daigle	200 Wilson Street, Units 2 & 4	Haverhill	384	10392	472
			Roberts	4 Central Avenue	Methuen	42312	67	333
		16	Gauthier/Roderick	407 Forest Hill Road	Dunstable	79019	3841	233
			Moran	415 Lafayette St.	Salem	53	9067	169
	Hampshire	15	Duquette	72 Barrett Street, Unit 110	Northampton	29366	(none)	(none)
	Hillsborough	16	Driscoll/Zaker	143 Baboosic Lake Rd.	Merrimack	402728	4591	115
	Middlesex	13	Elliot Group Inc.	38-40 Sarah Ave./771 Broadway/285-287 Dutton St.	Lowell	11569	BC5490	278
		14	Gavriel	26-28 Alma	Lowell	20595	4507	61
		15	Babcock	54 Glenside Avenue	Billerica	12834	804452	21
			Dabilis	861-871 Middlesex Road	Lowell	78706	3839	259
			Dabilis/Gavriel	42 Marshall St.	Lowell	13934	3956	338
			Duffy	97 Daniels Street	Malden	682632	994	129
			Grant	8108 Lawrence Street	Lowell	36079	3556	12
			Oahley	11 Pike Street	Hopkinton	(none)	15414	174
			Torres/Ramos	29-31 Queen St.	Lowell	35435	5005	150
		16	Arbetter	78 Captian James Circle, #028	Ashland	(none)	18215	80
			Hague	40 Aberdeen Street	Lowell	18871	3436	109
			Hipp	65 Indian Brook Road	Ashland	471	20144	600
			Landry	361 Aiken Avenue, No. 4	Lowell	44158	BC5373	195
			McInnis	369 Aiken Avenue, Unit 16	Lowell	34328	BC4998	134
		17	Games	6 Ledgewood Way, Unit 16	Peabody	91	9605	576
			Keomouangchanh	204 Ludlam St.	Lowell	24133	804531	29
	New Haven	16	O'Malley	208 West St., Unit 4A	Milford	(none)	11971	298

BK-10816-120

34843

EXHIBIT 2

Schedule of XXXX Bond Loans Secured by Real Estate

November 4, 1994

St.	County	Series	Mortgagor	Address	City	Document #	Book #	Page #
MA	Norfolk	15	Giordano	660 Franklin Street	Wrentham	2654	7474	514
			Magri	7-9 Pierce Street,	Milton	44301	7047	487
			Padula	131, 133, & 135 Creek St.	Wrentham	492121	619	113
			Reed	691 Washington Street	Braintree	26552	349	496
		16	Brustein	133 Commander Shea Blvd., Unit 116 Quincy	Quincy	10421	7436	131
Plymouth	Plymouth	15	Feingold/Condo lly	45 Manomet Rd.	Plymouth	9742	10728	95
		16	McCann	50 Pinewood Lane	Duxbury	(none)	7044	35
		17	Melone	131 Chapel Street	Pembroke	76854	10509	342
			Pasquariello	3-12 School Street	Marshfield	65134	6922	146
				3-7 School Street	Marshfield	65137	6922	162
Suffolk	Suffolk	14	Pal	461 Washington Street, Unit 406	Boston	143	13522	64
		15	Deo	56 Round Hill Street	Jamaica Plain	290	15403	128
			Glades Realty Trust	36-38 Grove St.	Chelsea	213	13630	336
			Lewis	135-137 Sydney Street	Boston	(none)	13669	175
			Mannix	29 Vinton Street	South Boston	(none)	16204	136
		16	Cheletzky	8 Kittredge Street, No. 5K	Rosendale	239	16232	60
			Glades Realty Trust	30-34 Grove St.	Chelsea	213	13630	336
			Grubbs	20 American Legion Highway	Boston	33106	14939	1
			Krell	1607 Commonwealth, Unit 30	Boston	41645 - C114-62	(none)	(none)
		17	Mullings	40 Kingsdale Street	Dorchester	457044	(none)	(none)
			Brown	18 Burnett Road, #18	Revere	173	14918	220
			Reinold/Firell	135 East Main St., Unit C-8	Westborough	42917	3276	321
Worcester	Worcester	15	Choquette	257 E. Main St.	East Douglas	8559	11900	127
			Griffin	5 Griswold Court	Oxbridge	112513	13821	265
		16	Humphrey's LTD	208 West Street, Unit 4A	Hopedale	(none)	10285	186
			King	6 Beckman St	Worcester	121706	10443	243

BK = 10816-121 34843

EXHIBIT 1

November 4, 1996

Schedule of XXX Bond Loans Secured by Real Estate

County	Series	Mortgagor	Address	City	Document #	Book #	Page #
Worcester	16	King	19 Canton Street	Worcester	7662	11097	122
	17	Alex	61A Fox Meadow Road, Unit 61A	Leominster	7686	1561	44
		Pasquariello	4 Oak St., #12/12 Williamsburg Ct., #28/3 & 12 Castle Green, #3	Shrewsbury	5730	9192	161
			12-4 Oak Street	Shrewsbury	5733	9192	171

Bk: 10816

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other Than Assigned Judge	
Case Number	95 C 4243	Date	February 20, 1997
Case Title	Williams, et al. VS. National Housing, et al.		

MOTION: [In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, etc. party, plaintiff and (b) state briefly the nature of the motion being presented.]

DOCKET ENTRY:

Set for Microfilming

- (1) ☐ Filed motion of [use listing in "MOTION" box above]
- (2) ☐ Brief in support of motion due _____
- (3) ☐ Answer brief to motion due _____ Reply to answer brief due _____
- (4) ☐ Ruling on _____ set for _____ at _____
- (5) ☐ Hearing on _____ set for _____ at _____
- (6) Status hearing ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____
- (7) Pretrial conf. ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____
- (8) Trial ☐ Set for ☐ re-set for _____ at _____
- (9) ☐ Bench Trial ☐ Jury Trial ☐ Hearing held and continued to _____ at _____
- (10) ☐ This case is dismissed ☐ without ☐ with prejudice and without costs ☐ by agreement ☐ pursuant to _____
- ☐ FRCP 4(j) (failure to serve) ☐ General Rule 21 (want of prosecution) ☐ FRCP 41(a)(1) ☐ FRCP 41(a)(2)
- (11) ☒ [Other docket entry] The Commissioner's motion for the entry of a revised order regarding Massachusetts Mortgage is granted. Enter Revised Order. Plaintiff's motion for reassignment of case number 96 C 8477 based on relatedness is also granted.
- (12) ☒ [For further detail see ☐ order on the reverse of ☐ order attached to the original minute order form.]

- ☐ No notices required, advised in open court.
- ☐ No notices required
- ☐ Notices mailed by judge's staff.
- ☐ Notified counsel by telephone.
- ☒ Docketing to mail notices.
- ☐ Mail AO 450 form.
- ☐ Copy to judge/magistrate Judge.

MP courtroom
deputy's
initials

RECEIVED FOR DOCKETING
EC-11
97 FEB 20 PM 5:35

Date/time received in
central Clerk's Office

FEB 21 1997

FEB 21 1997

number of
notices

date
docketed

docketing
dpty. initials

date mailed
notice

mailing

Document #

325

Bk: 10816-115 34843

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED

FEB 21 1997

DONNA LEE H. WILLIAMS, ET AL.

Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.

Defendants.

Civil Action 95 C 4243
Hon. Elaine E. Buckle
Magistrate Judge
Rebecca R. Fallmeyer

REVISED ORDER REGARDING MASSACHUSETTS MORTGAGES

This matter having come to be heard on the Commissioner's Motion for the Entry of a Revised Order Regarding Massachusetts Mortgages subject to the Amended Declaratory Judgment Order entered April 12, 1996, nunc pro tunc April 3, 1996, a copy of which is attached hereto as Exhibit 1, the Court hereby orders that National Heritage Life Insurance Company, in Liquidation ("NHL"), as to any claim of title and possession by or through National Housing Exchange Inc., APX Mortgage Services, Inc., Resource Asset Management, Inc., and South Star Management Corp. (collectively "the Parties"), has good, valid, and indefeasible ownership of any and all interests, free and clear, and free of any adverse equities and any other claims in and to the mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments, whether or not of record, with respect to the real property located in the Commonwealth of Massachusetts and listed in Exhibit 2, which is attached to this Order and incorporated herein (hereinafter such mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments shall be referenced as the "Mortgages"), together with:

- (1) any and all notes, loan agreements, credit agreements, guaranties, and any other evidence of indebtedness secured by the Mortgages;
- (2) any and all other security interests or claims pertaining to any indebtedness secured by the Mortgages, including but not limited to any and all (a) security agreements or chattel mortgages, (b) assignments or collateral assignments of rents, leases, and profits, (c) assignments or collateral assignments of accounts receivable, (d) assignments, collateral assignments, or pledges of stock, (e) assignments or collateral assignments of business licenses, permits, service contracts and equipment leases, (f) interests in any insurance proceeds or condemnation awards, (g)

471

Bk : 10816-116 34843

interests in any indemnification agreements, whether with respect to environmental matters or otherwise, (h) interests in any leases, ground leases, proprietary leases, or occupancy agreements, (i) interests in any UCC financing statements, (j) creditor's claims, and (k) if the subject Mortgage is in the process of being foreclosed, any proceeds being held in the registry of the court of competent jurisdiction or held by the court-appointed receiver; and

(3) any proceeds thereof.

It is further ordered that to the extent that any Mortgages have been foreclosed or repossessed, or title has otherwise reverted to Defendant prior to this Order, that, as between the Parties and NHL, NHL has good, valid and indefeasible fee simple title, free and clear, and free and clear of any claims in and to the real property that is encumbered by said Mortgages, together with all improvements thereon and easements and appurtenances thereto, and together with any and all proceeds concerning such real property held (1) in the registry of any court where such foreclosure action was pending, (2) by any court-appointed receiver for such real property, (3) by any property manager for such real property, and (4) by any other third party. (Hereinafter all Mortgages and related assets and real property and related assets shall be referenced as the "Assets".)

It is further ordered that, if necessary, in order to fulfill the terms and intent of this Order, NHL shall have the right (1) to unilaterally record any documents transferring or conveying any rights relating to the Assets and encompassed by this Order into the name of NHL, including but not limited to any assignment of any of the Mortgages or any UCC-3 financing statements, and (2) to unilaterally record any new financing statements to perfect NHL's security interests in the Assets.

It is further ordered that the Commissioner and NHL are not bound by the terms of any oral agreements affecting the Assets made by any predecessor in interest or former servicer of the Assets.

The recording of a certified copy of this Order in any jurisdiction where any Assets are located shall (1) convey title to such Assets to NHL, pursuant to the terms of this Order, and (2) re-establish any lost original instruments or documents pertaining to such Assets.

Dated: 2/20/97

ENTER: *Elaine E. Bucklo*

Hon. Elaine E. Bucklo
United States District Court Judge

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other Than Assigned Judge	
Case Number	95 C 4243	Date	February 7, 1997
Case Title	Williams, et al. Vs. National Housing, et al.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) ☐ Filed motion of [use listing in "MOTION" box above] Sent for Microfilming
- (2) ☐ Brief in support of motion due _____ FEB 10 1997
- (3) ☐ Answer brief to motion due _____ Reply to answer brief due _____
- (4) ☐ Ruling on _____ set for Filed on _____
☐ Hearing
- (5) ☐ Status hearing ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____
- (6) ☐ Pretrial conf. ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at _____
- (7) ☐ Trial ☐ Set for ☐ re-set for _____ at _____
- (8) ☐ Bench Trial ☐ Jury Trial ☐ Hearing held and continued to _____ at _____
- (9) ☐ This case is dismissed ☐ without ☐ with prejudice and without costs ☐ by agreement ☐ pursuant to
☐ FRCP 4(j) (failure to serve) ☐ General Rule 21 (want of prosecution) ☐ FRCP 41(a)(1) ☐ FRCP 41(a)(2)
- (10) ☒ [Other docket entry] Commissioner's motion for the entry of an order particularly identifying the I-250 assets is granted. Enter Order.

- (11) ☒ [For further detail see ☐ order on the reverse of ☒ order attached to the original minute order form.]

<input type="checkbox"/> No notices required, advised in open court.		9 FEB 10 1997 R FEB 10 1997 12	number of notices	Document # 320
<input type="checkbox"/> No notices required.			date docketed	
<input type="checkbox"/> Notices mailed by judge's staff.			docketing dpty. initials	
<input checked="" type="checkbox"/> Notified counsel by telephone.			date mailed notice	
<input checked="" type="checkbox"/> Docketing to mail notices.			mailing	
<input type="checkbox"/> Mail AO 450 form.				
<input checked="" type="checkbox"/> Copy to judge/magistrate Judge.				
<input checked="" type="checkbox"/> courtroom deputy's	Date/time received in central clerk's office			

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DONNA LEE H. WILLIAMS, ET AL.

Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.

Defendants.

)
)
) Civil Action 95 C 4243
) Hon. Elaine E. Bucklo
) Magistrate Judge
) Rebecca R. Pallmeyer
)
)
)
)

DOCKETED
FEB 10 1997

ORDER PARTICULARLY IDENTIFYING THE I-250 ASSETS

This matter having come to be heard on the Commissioner's Motion for the Entry of an Order Particularly Identifying the I-250 Assets, the Court hereby orders that National Heritage Life Insurance Company, in Liquidation ("NHL") has good, valid, and indefeasible ownership of any and all interests, all free and clear of any defects of title and free and clear of any leases, liens, security interests, encumbrances, adverse equities and any other claims of any other person or entity, in and to the mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments, whether or not of record, with respect to the real property listed in Exhibit A, which is attached to this Order and incorporated herein (hereinafter such mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments shall be referenced as the "Mortgages"), together with:

- (1) any and all notes, loan agreements, credit agreements, guaranties, and any other evidence of indebtedness secured by the Mortgages;
- (2) any and all other security interests or claims pertaining to any indebtedness secured by the Mortgages, including but not limited to any and all (a) security agreements or chattel mortgages, (b) assignments or collateral assignments of rents, leases, and profits, (c) assignments or collateral assignments of accounts receivable, (d) assignments, collateral assignments, or pledges of stock, (e) assignments or collateral assignments of business licenses, permits, service contracts and equipment leases, (f) interests in any insurance proceeds or condemnation awards, (g) interests in any indemnification agreements, whether with respect to environmental matters or otherwise, (h) interests in any leases, ground leases, proprietary leases, or occupancy agreements, (i) interests in any

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UCC financing statements, (j) creditor's claims, and (k) if the subject Mortgage is in the process of being foreclosed, any proceeds being held in the registry of the court of competent jurisdiction or held by the court-appointed receiver; and

(3) any proceeds thereof.


It is further ordered that to the extent that any Mortgages have been foreclosed, NHL has good, valid and indefeasible fee simple title, free and clear of any defects of title and free and clear of any claims of any other person or entity, in and to the real property that is encumbered by said Mortgages, together with all improvements thereon and easements and appurtenances thereto, and together with any and all proceeds concerning such real property held (1) in the registry of any court where such foreclosure action was pending, (2) by any court-appointed receiver for such real property, (3) by any property manager for such real property, and (4) by any other third party. (Hereinafter all Mortgages and related assets and real property and related assets shall be referenced as the "Assets".)

It is further ordered that, if necessary, in order to fulfill the terms and intent of this Order, NHL shall have the right (1) to unilaterally record any documents transferring or conveying any rights relating to the Assets and encompassed by this Order into the name of NHL, including but not limited to any assignment of any of the Mortgages or any UCC-3 financing statements, and (2) to unilaterally record any new financing statements to perfect NHL's security interests in the Assets.

It is further ordered that the Commissioner and NHL are not bound by the terms of any oral agreements affecting the Assets made by any predecessor in interest or former servicer of the Assets.

The recording of a certified copy of this Order in any jurisdiction where any Assets are located shall (1) convey title to such Assets to NHL, pursuant to the terms of this Order, and (2) re-establish any lost original instruments or documents pertaining to such Assets.

Dated: 2/7/97

ENTER: 

Hon. Elaine E. Bucklo
United States District Court Judge

Page 1

ARCH PHRASE: CLASSIF CONTAINS 1-250 AND NOT CLASSIF CONTAINS bond AND NOT CURSTAT

CONTAINS "paid off"

STATE COUNTY	MORTGAGR	ADDR	CITY	DOCNO.	BK#	PAGENO.	SHARES	UCC#	COOP
San Bernadino	Hobbs	1358 N. Idyllwild Rialto		84-304157	(none)	(none)			
Fairfield	Bacon	120 Huntington Tpk., Unit 303	Bridgeport	16789	2355	211			
Lucas	Lenci	248 Willow St.	Waterbury	2145	2586	106			
New Haven	Lenci	242-244 Willow St.	Waterbury	2143	2586	94			
New Haven	Batam Associates	1070 New Haven, Unit 53	Milford	10648	1607	125			
Orleans Parish	Davis	1371-1373 St. Bernard Avenue	New Orleans	482917	MOB2414	136			
St. Bernard Parish	Aries Enterprise	201, 203 & 205 South Pl.	Chalmette	(none)	142	196			
Essex	Chimenti	F-1 Colonial Dr., Unit 6	Andover	(none)	2522	105			
Gloucester	Afotey	520 Cascade Ct., Unit 520	Sewell	11348	MB 1528	87			
New York	Eisenberg	66-33 98th Pl., Unit 3J	Rego Park	Stock #154			204	(none)	98th Place Owners
New York	Poupon	5 Tudor City Pl., New York Unit 308		Stock #A602			156	95PN18564	Windsor Owners
New York	Verigan	5 Tudor City Pl., New York Unit 237		Stock #A610			145	95PN18563	Windsor Owners
New York	Jenkins	5 Tudor City Pl., New York Unit 437		Stock #A580			149	95PN34567	Windsor Owners
New York	Suh	5 Tudor City Pl., New York Unit B-17		Stock #A582			284	95PN18119	Windsor Owners
New York	McKenna	5 Tudor City Pl., New York Unit 715		Stock #B364			189	38PN67159	Tudor Owners
Queens	Brodigan	5 Bedford Ave.	Rockaway Park	Stock #9471			175	151741	Breezy Point Cooperative, Inc.
Suffolk	Gill	365 County Rd., Unit 39	Shinnecock Hills	CD 53814	12307	391			

SEARCH PHRASE:	CLASSIF	CONTAINS	1-250 AND NOT C	IF CONTAINS	bond AND NOT	CURSTAT	CONTAINS "paid off"		
TATE COUNTY	MORTGAGR	ADDR	CITY	DOCNO.	BK#	FAGENO.	SHARES	UCC#	COOP
H	Franklin	Messenger	6798 Lehman Rd.	Canal Winchester	(none)	3469	633		
H	Franklin	Singer	809-811 E. 2nd Ave.	Columbus	23694	11293	203		
H	Franklin	Mullen	333 S. Sylvan Ave.	Columbus	5710	11073	820		
H	Lucas	Hudson	2741 Stickney Ave.	Toledo	20062	83	912009		
H	Warren	Green	395 Morrow Rd.	South Lebanon	12684	037	89		
A	Philadelphia	Laren	213 S. 46th St.	Philadelphia	(none)	M0922	316		
X	Collin	Malone, II	Lot 1 in Block 6 of Bent Trail Addition 3	Dallas	43529	2894	384		
X	Lubbock	Patton	1205-1207 34th St.	Lubbock	11558	2794	32		
X	Hueces	Loas Tire & Auto Supply	4015 Ayers	Corpus Christi	596050	Roll 195	1705		
A	Loudoun	Ritenour	South-West corner of Church & State Sts.	Leesburg	11314	1043	1333		
A	Washington	Kassir/KHS Associates	920-924 Business Pk.	Chesapeake	22634	2324	697		

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other Than Assigned Judge	
Case Number	95 C 4243	Date	April 16, 1997
Case Title	Williams, et al. Vs. National Housing, et al.		

(In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.)

MOTION:

DOCKET ENTRY:

(1)	<input type="checkbox"/>	Filed motion of [use listing in "MOTION" box above]	Sent for Microfilming
(2)	<input type="checkbox"/>	Brief in support of motion due _____	
(3)	<input type="checkbox"/>	Answer brief to motion due _____	Reply to answer brief due APR 17 1997
(4)	<input type="checkbox"/>	<input type="checkbox"/> Ruling on _____ set for _____	Filed on APR 21 1997
(5)	<input type="checkbox"/>	<input type="checkbox"/> Hearing _____	
(6)	<input type="checkbox"/>	Status hearing <input type="checkbox"/> held <input type="checkbox"/> continued to <input type="checkbox"/> set for <input type="checkbox"/> re-set for _____ at _____	
(7)	<input type="checkbox"/>	Pretrial conf. <input type="checkbox"/> held <input type="checkbox"/> continued to <input type="checkbox"/> set for <input type="checkbox"/> re-set for _____ at _____	
(8)	<input type="checkbox"/>	Trial <input type="checkbox"/> Set for <input type="checkbox"/> re-set for _____ at _____	
(9)	<input type="checkbox"/>	<input type="checkbox"/> Bench Trial <input type="checkbox"/> Jury Trial <input type="checkbox"/> Hearing held and continued to _____ at _____	
(10)	<input type="checkbox"/>	This case is dismissed <input type="checkbox"/> without <input type="checkbox"/> with prejudice and without costs <input type="checkbox"/> by agreement <input type="checkbox"/> pursuant to <input type="checkbox"/> FRCP 4(j) (failure to serve) <input type="checkbox"/> General Rule 21 (want of prosecution) <input type="checkbox"/> FRCP 41(a)(1) <input type="checkbox"/> FRCP 41(a)(2)	
(11)	<input checked="" type="checkbox"/>	[Other docket entry] Enter order regarding additional Massachusetts mortgages.	
(12)	<input checked="" type="checkbox"/>	[For further detail see <input type="checkbox"/> order on the reverse of <input checked="" type="checkbox"/> order attached to the original minute order form.]	

<input type="checkbox"/>	No notices required, advised in open court.	APR 17 1997 APR 17 1997 APR 17 1997	number of notices	Document # 351
<input type="checkbox"/>	No notices required.		date docketed	
<input type="checkbox"/>	Notices mailed by judge's staff.		docketing dpty. initials	
<input checked="" type="checkbox"/>	Notified counsel by telephone.		date mailed notice	
<input type="checkbox"/>	Docketing to mail notices.		mailing dpty. initials	
<input type="checkbox"/>	Mail AO 450 form.			
<input type="checkbox"/>	Copy to judge/magistrate Judge.			
<input checked="" type="checkbox"/>	courtroom deputy's initials	Date/time received in central Clerk's Office		

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED

APR 17 1997

DONNA LEE H. WILLIAMS, ET AL.

Plaintiffs,

v.

NATIONAL HOUSING EXCHANGE INC., APX
MORTGAGE SERVICES, INC., and
RESOURCE ASSET MANAGEMENT, INC.

Defendants.

Civil Action 95 C 4243
Hon. Elaine E. Buckle
Magistrate Judge
Rebecca R. Pallmeyer

ORDER REGARDING ADDITIONAL MASSACHUSETTS MORTGAGES

This matter having come to be heard on the Commissioner's Emergency Motion for an Order Confirming Title to Additional Massachusetts Mortgages, the Court hereby orders that National Heritage Life Insurance Company, in Liquidation ("NHL") has good, valid, and indefeasible ownership of any and all interests, all free and clear of any defects of title and free and clear of any leases, liens, security interests, encumbrances, adverse equities and any other claims of any other person or entity, in and to the mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments, whether or not of record, with respect to the real property located in the State of Massachusetts and listed in Exhibit A, which is attached to this Order and incorporated herein (hereinafter such mortgages, deeds of trust, trust deeds, deeds to secure debt, security devises or other title retention instruments shall be referenced as the "Mortgages"), together with:

- (1) any and all notes, loan agreements, credit agreements, guaranties, and any other evidence of indebtedness secured by the Mortgages;
- (2) any and all other security interests or claims pertaining to any indebtedness secured by the Mortgages, including but not limited to any and all (a) security agreements or chattel mortgages, (b) assignments or collateral assignments of rents, leases, and profits, (c) assignments or collateral assignments of accounts receivable, (d) assignments, collateral assignments, or pledges of stock, (e) assignments or collateral assignments of business licenses, permits, service contracts and equipment leases, (f) interests in any insurance proceeds or condemnation awards, (g) interests in any indemnification agreements, whether with respect to environmental matters or otherwise, (h) interests in any leases, ground leases, proprietary

550

leases, or occupancy agreements, (i) interests in any UCC financing statements, (j) creditor's claims, and (k) if the subject Mortgage is in the process of being foreclosed, any proceeds being held in the registry of the court of competent jurisdiction or held by the court-appointed receiver; and

(3) any proceeds thereof.


It is further ordered that to the extent that any Mortgages have been foreclosed, NHL has good, valid and indefeasible fee simple title, free and clear of any defects of title and free and clear of any claims of any other person or entity, in and to the real property that is encumbered by said Mortgages, together with all improvements thereon and easements and appurtenances thereto, and together with any and all proceeds concerning such real property held (1) in the registry of any court where such foreclosure action was pending, (2) by any court-appointed receiver for such real property, (3) by any property manager for such real property, and (4) by any other third party. (Hereinafter all Mortgages and related assets and real property and related assets shall be referenced as the "Assets".)

It is further ordered that, if necessary, in order to fulfill the terms and intent of this Order, NHL shall have the right (1) to unilaterally record any documents transferring or conveying any rights relating to the Assets and encompassed by this Order into the name of NHL, including but not limited to any assignment of any of the Mortgages or any UCC-3 financing statements, and (2) to unilaterally record any new financing statements to perfect NHL's security interests in the Assets.

It is further ordered that the Commissioner and NHL are not bound by the terms of any oral agreements affecting the Assets made by any predecessor in interest or former servicer of the Assets.

The recording of a certified copy of this Order in any jurisdiction where any Assets are located shall (1) convey title to such Assets to NHL, pursuant to the terms of this Order, and (2) re-establish any lost original instruments or documents pertaining to such Assets.

Dated: 4/15/97

ENTER: 

Hon. Elaine E. Bucklo

United States District Court Judge

Page 1

STATE	COUNTY	MORTGAGR	ADDR	CITY	DOCNO.	BK#	PAGENO.
A	Bristol	Briarcliff 90 Realty Trust	152 N. Main St., Units 1-8 172 N. Main St., Units 1-8 110 Briarcliff Rd., Units 1-8 100 Briarcliff Rd., Units 1-8 90 Briarcliff Rd., Units 1-8	Raynham		4650	137
A	Middlesex	Tiger Realty Trust	225 Steadman St., Units 29 & 30	Lowell	34116	4602	181
A	Middlesex	Adams	223 Courtland Street	Holliston		21050	88
A	Plymouth	Ciampa	40 Matakeesett St., Unit 24	Pembroke	14473	10170	112
A	Suffolk	Thomas	151 Tremont Street, No. 23P	Boston	464	14983	325
A	Suffolk	Watkins/Williams	158 Glenway St.	Dorchester	283	14751	151

Exhibit "D"

27191PG112

152487

DEED

45
20

We, E. PERRY KING AND T.A. KING

Of

grant to ~~XX~~ Mansour Gaval and Nader Gaval

of 431 SALISBURY ST WORCESTER MA 01609

for consideration of ~~SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00)~~
ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$110,000.00)
with quitclaim covenants

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

02 AUG -9 PM 2:02

Witness our hands and seals this 15TH day of July, 2002

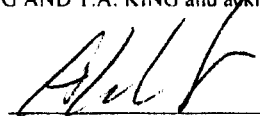

E. PERRY KING

T.A. KING
THE COMMONWEALTH OF MASSACHUSETTS

Worcester, s.s.

JULY 15, 2002

Then personally appeared the above named E. PERRY KING AND T.A. KING and acknowledged the foregoing to be THEIR free act and deed before me,


Notary Public: ALAN MASON
My commission expires: MARCH 21, 2008

WORCESTER
DEEDS REG 20
WORCESTER

CANCELLED 01

FEE \$501.60

CASH \$501.60

PROPERTY ADDRESS: 19 CANTON STREET, WORCESER, MA

DN 27191 PG 113

SCHEDULE A

Worcester, Worcester County, Massachusetts, in the southerly part thereof, in the section known as Irvington, on the southerly side of Canton Street, shown as Lot 17 on a plan of lots drawn for the Ballard Land Company by Buttrick & Pratt, recorded in Book 1537, Page 653 and bounded and described as follows:

BEGINNING at a stone monument set at the northwesterly corner of the herein described premises on the southerly side of Canton Street, formerly known as Albion Avenue;
 THENCE southerly by Lot 18, a distance of 100 feet to a stone monument;
 THENCE easterly by Lot 35 and Lot 36, a distance of 50 feet to a stone monument;
 THENCE northerly by Lot 16, a distance of 100 feet to a stone monument on the southerly side of said Canton Street, formerly Albion Avenue;
 THENCE westerly by said Canton Street 50 feet to the point of beginning.

TITLE REF Book 8344 Page 333-334

19 Canton Street, Worcester, MA

ATTEST: WORC. Anthony J. Vignotti, Register

Exhibit "E"



Bk: 32728 Pg: 33 Doc: DEED
Page: 1 of 2 01/28/2004 04:01 PM

QUITCLAIM DEED

30901
MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 01/28/2004 04:01 PM
Ctrl# 014565 17030 Doc# 00014541
Fee: \$934.80 Cons: \$205,000.00

a/k/a Nader Gaval
WE, MANSOUR GAVAL and NADER GAVAL, TENANTS IN COMMON,
OF WORCESTER, WORCESTER COUNTY, MASSACHUSETTS

For consideration paid TWO HUNDRED FIVE THOUSAND AND 00/100--
(\$205,000.00) -----dollars

Grants to SANDRA KATZ, INDIVIDUALLY, OF WORCESTER
WORCESTER COUNTY, MASSACHUSETTS

With quitclaim covenants:

The land in Worcester, Worcester County, Massachusetts, in the southerly part thereof, in the section known as Irvington, on the southerly side of Canton Street, shown as Lot 17 on a plan of lots drawn for the Ballard Land Company by Buttrick & Pratt, recorded in Book 1537, Page 653, and bounded and described as follows:

BEGINNING at a stone monument set at the northwesterly corner of the herein described premises on the southerly side of Canton Street, formerly known as Albion Avenue;

THENCE Southerly by Lot 18, a distance of 100 feet to a stone monument;

THENCE Easterly by Lot 35 and 36, a distance of 50 feet to a stone monument;

THENCE Northerly by Lot 18, a distance of 100 feet to a stone monument on the southerly side of said Canton Street, formerly of Albion Avenue;

THENCE Westerly by said Canton Street, 50 feet to the point of beginning.

See Title reference recorded in Book 8344, Pages 333-334.

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 01/28/2004 04:01 PM
Ctrl# 014565 17030 Doc# 00014541
Fee: \$934.80 Cons: \$205,000.00

PROPERTY ADDRESS: 19 CANTON STREET, WORCESTER, MA

2

BEING the same premises conveyed to the grantors by deed recorded at the Worcester District Registry of Deeds in Book 27191, Page 112.

Witness our hands and seals this 19th day of December, 2003.

~~OF 19 CANTON STREET REALTY TRUST~~

By: _____

Mansour Gaval, ~~Trustee~~

Nader Gaval
Nader Gaval, ~~Trustee~~

~~XXXXXXXXXX~~

THE COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

DECEMBER 19, 2003

Then personally appeared the above-named MANSOUR GAVAL and NADER GAVAL, ~~TRUSTEES~~
~~OF 19 CANTON STREET REALTY TRUST~~ and acknowledged the foregoing instrument to be
their free act and deed, before me,

Alan Mason
Notary Public: Alan Mason

My commission expires: 3/21/08

ATTEST: WORC. Anthony J. Vigliotti, Register

Exhibit "F"



Bk: 35934 Pg: 39 Doc: DEED
Page: 1 of 2 03/22/2005 11:44 AM

QUITCLAIM DEED

Metropolitan Title Co.
96 W. Main St.
Northborough, MA

I, Sandra Katz of Worcester, Worcester County, Massachusetts in consideration of THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS

grant to Fatu Miller

of 19 Canton Street
Worcester, Massachusetts

with QUITCLAIM covenants

PROPERTY ADDRESS: 19 Canton Street, Worcester, MA

The land in Worcester, Worcester County, Massachusetts, mi the southerly part thereof, in the section known as Irvington, on the southerly side of Canton Street, shown as Lot 17 on a plan of lots drawn for the Ballard Land Company by Buttrick & Pratt, recorded in Book 1537, Page 653, and bounded and described as follows:

BEGINNING at a stone monument set at the northwesterly corner of the herein described premises on the southerly side of Canton Street, formerly known as Albion Avenue;

THENCE Southerly by Lot 18, a distance of 100 feet to a stone monument;

THENCE Easterly by Lot 35 and 36, a distance of 50 feet to a stone monument;

THENCE Northerly by Lot 18, a distance of 100 feet to a stone monument on the southerly side of said Canton Street, formerly of Albion Avenue;

THENCE Westerly by said Canton Street, 50 feet to the point of beginning.

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 03/22/2005 11:44 AM
Ctrl# 033457 32307 Doc# 00043493
Fee: \$1,368.00 Cons: \$300,000.00

Return To:

The Law Office Of Joseph P Lussier
484 Main St.
Suite 420
Worcester, MA. 01608
(508)799-7400

19 CANTON STREET, WORCESTER

2

Page 1 of 2

BEING the same premises conveyed to the grantors by deed dated December 19, 2003 and recorded with the Worcester District Registry of Deeds in Book 32728, Page 33.

Executed as a sealed instrument this 18th day of March, 2005.

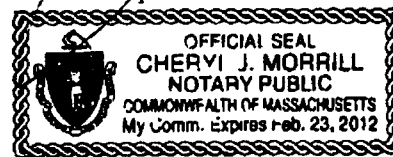
Sandra Katz
Sandra Katz

COMMONWEALTH OF MASSACHUSETTS

WORCESTER SS

On this 18th day of March, 2005, before me, the undersigned notary public, personally appeared Sandra Katz, proved to me through satisfactory evidence of identification which were Driver's Licenses to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Official signature and seal of notary Cheryl J. Morrill
My commission expires: February 23, 2012



Page 2 of 2

ATTEST: WORC. Anthony J. Vigliotti, Register